

Cloud PABX – Product Terms & Conditions

This Product Refers To:

- A Voice product delivered either over the Internet or private access method into our Cloud PABX platform.
- Our Cloud PABX is a business grade offering that exists as a fully featured alternative to traditional on-site PABX systems. This product may be sold as either stand alone or bundled with Internet Access.

Product Details & Specifications

- Hardware can either be purchased outright, or in rental agreements of varying duration. Hardware purchased outright comes with a 12 Months manufacturer warranty. Hardware under an on-site maintenance agreement will be warranted (under a manufacturer's warranty and terms and conditions) for the term of the on-site maintenance agreement.
- All hardware carries a return to base warranty unless otherwise stated. No advance replacement available. You will need to pay for all Shipping/Insurance fees when sending hardware to us. We will pay shipping fees when sending hardware back you.
- There is an option for buy back at the end of the rental term. We will continue to bill you until the service has been terminated with us or you have the option to choose to resign a new rental agreement along with new hardware.
- If you or we terminate your rental agreement, you are responsible for returning the handsets within 30 days, or the cost of the handsets will be invoiced to you.
- You can port your existing numbers over to us under Local Number Portability (LNP) – See Porting
- You are able to elect to have the outgoing CLI of the Cloud PABX over stamped with another number. This number must be a Full National Number (e.g. 02 1234 5678) and must be a number that you own and ported to your Cloud PABX Service provided by us. This number will display on your outgoing calls. If you do not elect to over stamp a number, your number will be private or display your main Cloud PABX number or indial.
- Calls to Premium Numbers such as 19/1900, and International Numbers are blocked by default on our Cloud PABX Service and cannot be activated unless the waiver is signed and returned.
- Upon request, we are able to provide you with access to the Cloud PABX portal, where you can perform basic Adds/Moves/Changes to your own services. Alternatively, if you have Enhanced Phone Support, simply call our Customer Service team for all Adds / Moves and Changes (remote work only).
- You will be required to provide detailed descriptions of the Call Flow and Dial Plan requirements you have for this service. We are unable to proceed with your order unless you have provided us with your configuration requirements.

Service Activation

- You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with us (such as an Early Termination Fee).
- We will provide the Service from the date the transfer or activation takes effect (we will notify you when this happens)
- Billing of your Cloud PABX commences upon confirmed delivery of the Equipment to you. (General Terms & Conditions)
- You authorise us to act on your behalf to facilitate the transfer of your Service from another provider.
- The Date the service is transferred or activated with us is the date the contract period of the service begins.
- If you request a “pre-port installation”, you understand that you will be billed for your services from us, as well as your losing provider, up until your services transfer across to our network.
- You understand that it is your responsibility to contact your losing provider and ensure they are no longer billing you for services that have transferred across, and that we cannot do this on your behalf.

Service Cancellation

If you choose to cancel your service, you will need to let us know in writing.

- The Early Termination Fee (ETF) is 50% of the Monthly Access Fee, times the number of remaining months in the contract period.
- Any equipment on a rental agreement is the monthly fee, times the number of remaining months in the contract period.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from Service cancellation date (The day we accept your cancellation request).
- If you cancel your service, outside the contract period, then you will need to return any hardware supplied as a rental. (See General Terms & Conditions).

Order Withdrawal

If you withdraw the order prior to activation, a withdrawal fee may apply. This is dependent on how many business days past signing the paperwork the request is made.

- Between business day 0 to business day 10, please refer to our Cooling Off Period.
- For business day 11, up to 2 business days before the scheduled cutover of your service, 1 month of your monthly access fee will apply.
- If less than 2 business days until the scheduled cutover or installation – standard early termination fees as detailed in “Service Cancellation” above apply.

Faults

- The service provided is a best-efforts service. There are no financial rebates available for service performance, uptime, or fault conditions.
- In the event you have service difficulties, you must notify our Customer Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- In the event the fault lies beyond the network boundary point as defined by the carrier, our standard fees for service will apply.
- You are responsible for providing appropriate, correctly configured hardware (Modem, Router, Switches etc.) as required to use the service.