

The terms set out in these Service Terms apply to the provision of VoIP Services in addition to the General Terms and Conditions (available at www.truedatavoice.com.au or in hard copy on request from TDV). Any capitalised terms not defined in these Service Terms have the meaning given to them in the General Terms and Conditions.

1. SUPPLY OF SERVICES

- 1.1 During the Period and until the Nominated Numbers are validly transferred to another Provider or cancelled, TDV has the exclusive right to supply all Fixed Line Services to the Nominated Numbers.
- 1.2 Subject to its right to cancel the Fixed Line Services under the General Terms, Customer is not entitled to cancel the Fixed Line Services or to remove any Nominated Numbers from the scope of the Fixed Line Services during the Period for the purpose of replacing TDV as the service provider for those Fixed Line Services or Nominated Numbers with an alternative service provider.
- 1.3 The Fixed Line Services may include any data services using the Nominated Numbers.
- 1.4 Subject to **clause** Error! Reference source not found., no Service Level Guarantees apply to the Fixed Line Services.

2. CHARGES

- 2.1 The TDV Agreed Rates may distinguish between different products used to provide the Fixed Line Services and different uses of the Fixed Line Services.
- 2.2 The TDV Agreed Rates are based on the Estimated Monthly Spend specified in the accepted Application Form. TDV may by notice to Customer alter the TDV Agreed Rates if the amount of the monthly call Charges (exclusive of GST) invoiced to Customer over any continuous 3 month period is on average less than 85% of the Estimated Monthly Spend.

3. MATTERS RELATING TO SERVICES

- 3.1 Customer is responsible for providing complete and accurate details of the Nominated Numbers to TDV. TDV accepts no responsibility for any error in the transfer of a Nominated Number or supply of the Fixed Line Services where that error occurs as a result of a failure by Customer to provide complete and accurate details of the Nominated Numbers.
- 3.2 The Nominated Numbers are transferred to TDV on an "as is" basis. Customer is solely responsible for specifying any call line identification restrictions, call blocking, calling plans or other features available to the Nominated Numbers.
- 3.3 Subject to technical availability, some or all of the Fixed Line Services may be provided using the TDV ISDN service (**TDV ISDN Service**).
- 3.4 To the extent applicable, "On-Net" applies where a call originating at a Nominated Number using the TDV ISDN Service is terminated on the TDV fixed line network in Australia. "Off-Net" applies to all other calls originating from the Nominated Numbers.
- 3.5 The quality of the Fixed Line Services provided is determined by the quality of service provided by a Provider to TDV. Subject to the terms of any applicable Service Level Guarantee, TDV is not liable to Customer or any person claiming through Customer for any breach or failure attributable to:

- (a) any technical problem or technical limitation relating to a Provider's or other carrier's facility;
- (b) any delay in provisioning any Fixed Line Service or in correcting any fault;
- (c) failure or incorrect operation of any Fixed Line Service; or
- (d) any other default in performance under the Agreement,

if it is caused by any event beyond TDV's reasonable control.

4. EARLY TERMINATION AND CANCELLATION

- 4.1 The Charges payable for early termination or cancellation of Fixed Line Services pursuant to **clause 19.1(a)** of the General Terms are, if the Fixed Line Services consist of TDV ISDN Services and are terminated or cancelled other than in accordance with **clauses 18.2 or 18.5** of the General Terms prior to the expiry of the current Period and the terminated or cancelled Fixed Line Services are, the sum of:
 - (a) 100% of the Minimum Charges; and
 - (b) any installation charges that may have been waived by TDV on the basis that the relevant Data Services continue for the duration of the Contract Period or Renewal Period (as the case may be).

5. Definitions

In these Service Terms:

Estimated Monthly Spend means the estimated total monthly expenditure on call charges (exclusive of GST) for Fixed Line Services or Mobile Services specified by Customer in the Application Form.