



# More Telecom Customer Terms

## Part K – Business Phone System Schedule

### 1. Application of this Service Schedule

- a. This Service Schedule applies in addition to the General Terms (Parts A – C) when we supply you with a Business Phone System Service.
- b. If the General Terms are inconsistent with anything contained in this Part K, then this Part K applies instead of the General Terms to the extent of any inconsistency.

### 2. What is the More “Business Phone System” Service?

- a. The More Business Phone System Service is a cloud-based, feature rich, early customisable business phone solution hosted by More using Hosted PBX VoIP technology.
- b. The More Business Phone System Service enables you to connect multiple handsets and/or softphone clients and configure them with the Hosted PBX feature set using the More Voice Connect Portal.
- c. Each physical handset and/or soft phone client requires an active internet service with a minimum of 100kbps of uncongested upstream and downstream capacity for optimal quality call. You may either purchase the Internet Service(s) from More or from a third party service provider. If you purchase any Internet Services from More, they are provided in accordance with the relevant Part of the More Telecom Customer Terms applicable to such Services and the Critical Information Summary for your Plan.
- d. A More Business Phone System Service gives you the following for use for your internal business purposes:
  - i. the ability to make and receive certain types of voice calls (subject to any additional terms, Charges and restrictions that apply to each call type). Please refer to the Critical Information Summary for your Plan for further information;
  - ii. access to the Hosted PBX feature set (subject to any additional Charges that apply to individual features), provided that such features may be modified or added to from time to time without notice to you, provided such changes do not have material adverse effect on you. The key Hosted PBX features are as follows:

<b>Call queues</b>	Inbound calls can be directed to a call queue. Extensions are configured on the queue with conditional routing and the option to add customised messaging or music.
<b>Auto Attendants</b>	Inbound calls can be directed to an auto attendant, options are presented to manage the routing of the inbound calls to Hosted PBX features, individual extensions or phone numbers.
<b>Extensions</b>	The ability to purchase one or more extensions (subject to applicable Charges). An extension is a 3 digit unique identifier within the Business Phone System that can be assigned to a Hosted PBX

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	feature, physical handset or soft phone and configured with a variety of call routing options.
<b>DID (Direct In Dial) phone numbers</b>	The ability to purchase one or more DID phone number(s) (subject to applicable Charges). A DID phone number can be assigned to an extension, Hosted PBX feature, physical handset or soft phone and configured with a variety of call routing options.
<b>Phone number ANI / CLI over-stamping</b>	The ability to over-stamp outbound calls from a DID phone number within the phone system with another number such as a mobile. This feature can only be configured by a More customer service agent in accordance with More's ANI/CLI over-stamping policy.
<b>Ring Groups</b>	Extensions or DID phone numbers can be grouped together in a ring group and configured with a variety of ring patterns.
<b>Redirection Triggers</b>	Redirection triggers are configured for conditional call routing. Examples include time of day routing such as business hours, after hours, public holidays.
<b>Voicemail</b>	Voicemail settings and personal greetings can be added to extensions or DID phone numbers.
<b>Music on Hold</b>	Music on hold files can be added to call queues.
<b>Call recordings</b>	Phone calls can be recorded and recordings retrieved and listened to using the More Voice Connect portal. Call recordings are stored and able to be retrieved for a period of 12 months and can be downloaded and saved by end users to an external location. After 12 months, call recordings are securely deleted from the Hosted PBX system.

- iii. access to the More Business Voice support team to assist with the custom build of your Business Phone System Service, using the Hosted PBX feature set (subject to additional Charges (if applicable) and terms that apply to each feature);
- iv. the ability to self-manage the configuration of your Business Phone System Service on an ongoing basis via access to More's Voice Connect Portal;
- v. the ability to transfer your existing DID phone number(s) from another provider to More;
- vi. if requested by you, a free listing of the primary DID phone number associated with your Business Phone System Service in a telephone directory (noting that all Business Phone System Services are unlisted by default unless you expressly request a listing); and

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- vii. any other features and inclusions set out in the Critical Information Summary for the Plan you select.
- e. We will endeavour to provide the Business Phone System Service to you as described in clause 2(d). However, the Hosted PBX features available with a Business Phone System Service are subject to change from time to time and we or our Wholesale Suppliers may vary these features if reasonably required for technical, operational or commercial reasons without notice provided such variation does not have a material adverse effect on you.
- f. More acts as a reseller of the Business Phone System Service, which is delivered using the Symbio telecommunications network. More is not affiliated or related to Symbio in any way.

## **3. Service Equipment and Licenses**

### **3.1 Required Equipment and Licenses**

- a. Each of your Business Phone System Service end users will require either:
  - i. a compatible IP handset (each a “Handset”); and/or
  - ii. a softphone application or client which is installed and correctly configured on a compatible computer or mobile device.

### **3.2 Handsets supplied by More**

- a. We may give you the option of purchasing compatible Handsets for use in connection with the Business Phone System Service. The purchase price and details of available Handsets are as set out on our website from time to time.
- b. If you sign up to a Business Phone System Service on a fixed term Contract, the cost of Handsets supplied to you for use in connection with the Business Phone System Service is included in the monthly Charge for your Plan and there is no additional cost payable for the Handset unless you terminate your Contract before the end of the minimum term.
- c. At our discretion, we may vary the Handsets we make available for purchase and/or inclusion as part of a fixed term Contract.
- d. Supply of Handsets is subject to stock availability. If your selected Handset is not available, we will contact you to offer you a reasonably equivalent alternative or a refund of any amounts paid in advance for unavailable stock.

### **3.3 BYO Handsets**

- a. If you are supplying your own Handsets, check your Handset manual or the manufacturer’s website to confirm that your hardware is compatible with your Business Phone System Service. You will be responsible for configuring any BYO Handsets.
- b. If we provide you with any technical support in connection with any BYO handsets configured on your Business Phone System Service, such support is provided on a reasonable efforts basis only.



### **3.4 Softphone Licenses**

- a. You have the option of obtaining one softphone application license with each extension that you purchase for use in connection with your Business Phone System. The cost of a softphone application license is included in the monthly Charge payable for each extension.
- b. After you place an order for an extension for use with your Business Phone System Service, you will receive information from More about how to download and configure the softphone application license included with your extension.
- c. If you are supplying your own softphone applications, check your softphone manual or the manufacturer's website to confirm that your softphone is compatible with your Business Phone System Service. You will be responsible for configuring any BYO softphone applications.
- d. If we provide you with any technical support in connection with any BYO softphone applications in conjunction with your Business Phone System Service, such support is provided on a reasonable efforts basis only.
- e. You are responsible for ensuring that you and each of your Business Phone System Service end users comply with any third party terms that apply to your access to and use of any softphone licenses purchased from More or a third party. Your acceptance of the third party license terms notified to you in your set up email is a condition of your use of your softphone licenses.
- f. Any such agreement is directly between you and the third party software provider, and to the extent permitted by applicable law, we are not liable to you or any third party for your or any PBX User's breach.

### **3.5 Delivery, risk and title**

- a. We will deliver any purchased or supplied Handsets to you at the delivery address specified in your Contract.
- b. Unless otherwise agreed in your Contract, you are responsible for the cost of delivery of the Handsets. Risk of loss or damage to the Handsets passes to you on delivery to that address.
- c. Title in any Handsets you purchase from us in full at check-out passes to you on delivery to your nominated address.
- d. Title in any Handsets supplied to you under a fixed term Contract remains with us until you have completed the minimum term of your Contract or you have paid any Handset buy-out Charge on early termination. You must not attempt to sell, dispose or encumber the title in any such Handsets until it has passed to you.

### **3.6 Responsibility for Handsets supplied with a fixed term Contract**

- a. If Handsets are supplied to you as part of a fixed-term Contract, until completion of the Contract minimum term:

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- i. you must keep all supplied Handsets in good repair and in accordance with any manufacturer's specifications;
  - ii. you must not physically modify or damage any supplied Handsets, including by removing or replacing any part of the Handsets without our consent; and
  - iii. if you physically modify, lose, or damage any supplied Handsets, you may be required to purchase those Handsets from us or (if reasonable) repair each damaged Handset.
- b. We are not responsible for your inability to access your Business Phone System Service or for any degradation in service quality which is caused by any unauthorised modification made by you to any Handsets supplied by More.

### **3.7 Faulty Handsets**

- a. Subject to clause 3.7(b), in addition to your statutory rights as a consumer, we may provide a limited warranty with respect to certain faulty or defective Handsets that you purchase from us in accordance with the Hardware Warranty Information document available on the [Policies page](#) of our website.
- b. To the extent permitted by applicable law, our limited warranty does not apply in certain circumstances specified in our Hardware Warranty Information document, including where the Handsets:
  - i. has been physically modified by you or any other party, except by us or our authorised representative;
  - ii. has not been installed, operated, repaired, or maintained in accordance with instructions supplied by us;
  - iii. has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or
  - iv. is damaged due to an external disaster event, such as a fire or flood.

### **3.8 Handset Buy-out Charge on Early Termination**

- a. If any Handsets are supplied to you as part of a fixed term Contract for your Business Phone System Service and you terminate your Contract early for any reason (other than due to our fault), you must pay a pro-rata buy-out Charge for each Handset.
- b. The amount of the Handset buy-out Charge is based on the number of months remaining in your Contract term following the date of early termination and is as set out in the Critical Information Summary for your Plan. Title in the Handsets will pass to you on payment of that buy-out Charge.

## **4. Service limitations and disclaimers**

- a. You cannot access or use a Business Phone System Service without an active internet service for each end user (whether provided by More or a third party service provider).
- b. If there is an internet connection outage for any Business Phone System end user due to power or other faults, your More Business Phone System Service will not work and you

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cannot make phone calls including "000" emergency calls unless you have a fibre-to-the-premises internet connection with a functional back-up battery.

- c. A Business Phone System Service is not suitable if you require an uninterrupted phone service with access to 000 emergency services.
- d. Priority Assistance is not available using a Business Phone System Service. If any Business Phone System end users have a life-threatening medical condition, they will need to seek an alternate service through a provider that can offer you a Priority Assistance service, such as Telstra.
- e. If you call emergency services using your Business Phone System Service, because it is provided over the internet, you must inform the operator of the street address of the location from which you are calling.
- f. A Business Phone System is not available at all locations or premises and is only available at premises which can be connected to a suitable internet service.
- g. More does not permit calling line identification overstepping except in limited circumstances with our prior consent. Our consent will not be provided unless you have supplied appropriate evidence that you have rights of use to the number requested to be displayed in accordance with our CLI overstepping policy.
- h. To the extent permitted by applicable law, you acknowledge and agree that Business Phone System Services are provided without service levels on a reasonable efforts basis. If the internet service you use in conjunction with your Business Phone System Service is provided by a third party, we are unable to provide you with support for any issues with the operation or availability of your Business Phone System Service that are caused or contributed to by your internet service.
- i. Except for any warranties implied by law which cannot be legally excluded, we do not warrant that the Business Phone System Services are or will be free of errors, defects or interruptions, or will be available at all times.
- j. You are responsible for the security of any voice data or communications sent or received using the Business Phone System Service and More does not encrypt your data.

## **5. Customer Service Guarantee (CSG) Waiver**

- a. The Telecommunications (Consumer Protection and Service Standards) Act 1999 and the Telecommunications (Customer Service Guarantee) Standard 2011 (CSG Standard) require service providers to guarantee that customers will get minimum levels of service for their standard telephone services (including VoIP) and enhanced call handling features.
- b. The CSG sets out committed timeframes that apply to connecting a standard telephone service, fixing faults and attending appointments with you. The CSG does not apply if you agree to waive your CSG rights.
- c. Because our Business Phone System Service can only be used with an internet service, our Business Phone System Service is supplied on the basis that you agree to waive your CSG rights. We ask you to do this because we cannot guarantee the restoration time on your Business Phone System Service if a fault occurs with the internet or the underlying connection that enables your internet service.

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- d. You are not required to waive your CSG rights. However, if you don't agree to this, we won't be able to supply a Business Phone System Service to you.
- e. By agreeing to this CSG waiver, you agree to waive your rights under the CSG Standard, including your rights to make a claim against us for financial compensation under the CSG in connection with your Business Phone System Service. These rights include:
  - i. information to be given to customers about the CSG and performance standards that apply under it;
  - ii. maximum timeframes for connecting a service, and the right to receive compensation if these are not met;
  - iii. maximum timeframes to fix faults or service difficulties, and the right to receive compensation if these are not met; and
  - iv. maximum timeframes for appointments to connect or repair a service, and the right to receive compensation if these are not met.
- f. This waiver commences when you agree to it. However, you can withdraw your agreement at any time within 5 working days after providing your agreement, in which case we reserve the right to cancel your Business Phone System Service.
- g. Please note that waiving your CSG rights does not affect our commitment to provide you with quality service and support. If you experience any issues with your Business Phone System Service, please contact us via any of the means set out on our website for assistance.

## **6. Direct In Dial (DID) Phone Numbers**

- a. If you do not already have any DID phone number(s) that you wish to port to us for use with a Business Phone System Service, we will issue you with one or more new DID phone number(s) for use with your Business Phone System Service (subject to applicable Charges).
- b. As part of the activation process, we will assign you a DID phone number from a list of numbers that are available for use with a Business Phone System Service.
- c. You can contact us to request that we change a DID phone number assigned to you, including because of nuisance calls. However, we do not commit that we can provide you with a number of your choice.
- d. Your right to use the DID phone number(s) that we allocate to you commences on the date your Business Phone System Service is activated and ends on the date your Business Phone System Service is cancelled or terminated, unless you port any DID number to another service provider in accordance with clause 7.
- e. On cancellation of your Business Phone System Service, your number will be placed into quarantine for three months. If you reactivate a voice service with us or any other service provider during the quarantine period, you are able to retain your number for use with your reactivated service.
- f. We reserve the right to alter or replace any number as a result of compliance with the National Numbering Plan or with any direction from ACMA.

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- g. You acknowledge and agree that we have an obligation under the Telecommunications Act to provide the Integrated Public Number Database (IPND) Manager with accurate address information in connection with your phone number in order to maintain the IPND database. It is your responsibility to notify us as soon as possible if there is any change to the service address registered on your account.

## 7. Local Number Portability

- a. We provide Local Number Portability (LNP) as an option to enable you to change your voice service provider.
- b. LNP lets you keep your existing DID phone number when you transfer the voice service linked to that number from one voice service provider to another. This process is known as porting. You can only port active DID phone numbers.
- c. There are no Charges for you to port any DID phone number(s) to or away from More during normal business hours. Requests to port any DID phone number(s) to More outside of normal business hours will be reviewed case by case, and if accepted by the losing carrier, More will provide a quote for the associated Charges for your agreement.
- d. If you wish to port an existing DID phone number away from another voice service provider to us:
  - i. **IMPORTANT:** if you are intending to use your ported number with an FTTB, FTTN or FTTC nbn connection, your existing phone number will be lost when your new internet service is activated with us or another third party. As such, if you want to keep your existing number, you must complete the port in to our Business Phone System Service before your new More or third party Internet Service is activated;
  - ii. if requested, we can provide you with a temporary DID phone number for use with your Business Phone System Service until your port is completed;
  - iii. you must not cancel the service you have with the other voice service provider before you port the DID phone number. Once your DID phone number has been successfully ported, please confirm with your existing service provider that they have cancelled your old service; and
  - iv. some ports may be delayed or fail altogether due to special call features that are attached to the porting DID phone number. If you want to port your existing DID phone number to More, please ensure you cancel or remove all special call features attached to your voice service with your existing service provider before you request for it to be ported to More;
  - v. you may not be able to make or receive calls via your existing voice service provider for a short period during the cutover of the porting process; and
  - vi. we will notify you if your port request has not been successfully confirmed.
- e. If you wish to port an existing DID phone number away from More to another service provider:
  - i. we will use our reasonable efforts to port your DID phone number(s);

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- ii. you must not cancel your More Business Phone System Service before you port the DID phone number(s). The service provider to which you have ported the phone number will inform us once the port has been successfully completed and we will then cancel your More Business Phone System Service; and
  - iii. you may not be able to make or receive calls via your existing More Hosted PBX Service for a short period during the cutover of the porting process.
- f. The timeframe for the porting process can vary depending on the number of services and a range of technical reasons outside of our control. We will work with you and keep you updated to ensure your port is completed in the most efficient manner possible in your circumstances.

## **8. More Fair Use Policy**

- a. Our Fair Use Policy applies to your use of your Business Phone System Service, including the limitations set out in clause 9 below.
- b. We reserve the right to vary the terms of the Fair Use Policy from time to time.
- c. If we reasonably determine that your use of your Business Phone System Service is in breach of our Fair Use Policy or the terms of this Schedule, we will notify you in writing and may take any of the actions outlined in that Policy.

## **9. Limitations on your use of Business Phone System Services**

- a. You acknowledge and agree that you are responsible for all use of your Business Phone System Service and associated accounts.
- b. You must comply with all applicable laws and regulations in connection with your use of the Business Phone System Services, including but not limited to those related to data privacy, international communications, the transmission of technical or personal data and export control laws and regulations.
- c. In addition to and without limiting any other obligations you may have under your Contract with us (including our Fair Use Policy), you must not:
  - i. make or receive calls or send or receive content using a Business Phone System Service other than for your own internal business use;
  - ii. wholesale, resell or resupply all or any part of any Business Phone System Service without our prior written consent;
  - iii. use a Business Phone System Service for any fraudulent uses or purposes;
  - iv. use a Business Phone System Service auto-dialer devices (predictive dialer or other similar dialing system) or software or other equipment that has not been approved by More;
  - v. use a Business Phone System Service to menace, harass or injure any person or damage anything;
  - vi. use a Business Phone System Service in connection with an infringement or committing an offence against any law, standard or code;

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- vii. use a Business Phone System Service in a way that may create risks to the performance, security or integrity of any network or system (including our own and that of our Wholesale Supplier);
- viii. use a Business Phone System Service in any way that does or may adversely affect any system or network, for example, by:
  - A. causing interference, disruption, congestion or, more generally, sub-optimal performance of a system or network;
  - B. exploiting any misconfiguration or weakness of a system or network;
  - C. creating a risk to the security or integrity of any system or network, for example by overloading, or otherwise flooding a system or network, or by probing, scanning or testing the vulnerability of a system or network;
- ix. use a Business Phone System Service in any way that does or may adversely affect another person's use of or access to the Business Phone System Services, any of our other Services or the Network.
- x. unless we otherwise expressly consent in writing (which we may give or withhold in our sole discretion), use a Business Phone System Service:
  - A. to run a telemarketing business or call center;
  - B. for variable or dynamic call diversion (multiple terminating points);
  - C. for multiple simultaneous calling, except where using standard conference call features;
  - D. for machine-to-machine communication;
  - E. for making calls which are not standard person-to-person communications;
  - F. for application-to-person communications;
  - G. to disguise the origin of a use or communication, including by use of calling line identification overstepping (unless performed with our express consent in accordance with our CLI overstepping policy);
  - H. to access, monitor or use any data or traffic on any systems or networks;
  - I. to exploit any network and/or protocol misconfiguration or weakness that may cause a charging gateway to avoid triggering a credit or policy control request to the intelligent network (IN) element; or
  - J. any other activity which would not be reasonably regarded as ordinary use in relation to a Business Phone System Service.
  - K. If you breach clause 9(c), we may (in addition to and without limiting our other rights under this Schedule, the General Terms or our Fair Use Policy) immediately suspend or terminate your Business Phone System Service by giving you notice.

## 10. Partner Requirements

- a. No contract is created or exists between you and our Wholesale Supplier with respect to our supply of any Business Phone System Services. However, if you download and use any

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softphone application licenses provided by our Wholesale Supplier, you agree and enter into the terms of those licenses directly with the Wholesale Supplier.

- b. Except with respect to any softphone application licenses supplied to you by our Wholesale Supplier, you must not make a claim against our Wholesale Suppliers in connection with the Business Phone System Services and you indemnify us for any costs, expenses, damages or loss it incurs if this obligation is breached.
- c. You consent to us sharing information about you with our Wholesale Suppliers to the extent necessary to enable us or our Wholesale Suppliers to provide you with the Business Phone System Services.
- d. Any intellectual property rights owned by us or our Wholesale Suppliers prior to the date of these Customer Terms or your Contract will continue to be owned by us or our Wholesale Suppliers. All intellectual property rights in any improvements or changes to any aspect of the Business Phone System Service devised by any person during the time in which the Business Phone System Services are being provided belong to us or our Wholesale Suppliers.
- e. Nothing in this agreement gives you any intellectual property rights in any materials comprised in the Business Phone System Service. You must not reverse compile, disassemble, reverse engineer or otherwise attempt to derive the source code of any firmware or software provided in connection with the Business Phone System Service.

## **9. Business Phone System Services pricing terms**

### ***9.1 Charges to be notified on application***

We will notify you of the Charges that apply to your Business Phone System Service, and any Handsets or other optional services you obtain from us with your Business Phone System Service, at the time you apply for your Business Phone System Service and Handsets (if applicable).

### ***9.2 Charges you must pay to us each Billing Period***

- a. Each Billing Period you must pay us:
  - i. the minimum monthly Charge for your Plan;
  - ii. the Charges applicable to all usage during the prior Billing Period outside of included Plan allowances, including any Pay As You Go Charges; and
  - iii. any other Charges incurred by you during the applicable Billing Period that are specified in your Contract.

### ***9.3 Plan Inclusions and Pay As You Go Charges***

- a. The minimum monthly Charge for your Plan is set out in the Critical information Summary for your Plan and includes all Standard Calls.
- b. Pay As You Go Charges apply to your use of Non-Standard Calls. These Charges are calculated based on the rates set out in the Critical Information Summary for your Plan (subject to change from time to time on notice from us to you in accordance with our Customer Terms).
- c. We will monitor the call usage on your Business Phone System Service on a monthly basis and you acknowledge and agree that we monitor call type and duration.

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- d. You are responsible for ensuring that all Handsets that you use in connection with your Business Phone System Service is secure. We are not liable for call Charges resulting from Toll Fraud and we reserve the right to pass such Charges on to you in full.

## **9.4 International Calls**

- a. The ability to make international calls via your Business Phone System Service is disabled by default. However, you can request that international calls be enabled on your Plan. If we approve your request, you are responsible for all Pay As You Go Charges associated with any international calls made via your Business Phone System Service.
- b. International calling is not available to all overseas locations. If international calling is enabled on your Plan, you can find a current list of standard overseas calling locations available on our [website](#), together with Pay As You Go Charges that apply to calls made to these locations.
- c. If we enable calling to any non-standard overseas locations on your Plan, we will notify you in writing of the Pay As You Go Charges that apply to these locations.
- d. Due to the variable nature of international call pricing offered by our Wholesale Provider, Pay As You Go Charges applicable to international calls are subject to change at any time on three (3) days prior written notice and the revised charges will be published on our website for standard overseas locations, or notified to you in writing if any non-standard locations are enabled on your Plan.

## **9.5 Early Termination Fee for fixed term Contracts**

- a. If you are within the minimum term of your Contract for your Business Phone System Service, you may be required to pay a Early Termination Fee if you terminate your Business Phone System Service before the end of that fixed term (other than due to our fault).
- b. The amount of any applicable Early Termination Fees is as set out in the Critical Information Summary for your Plan.
- c. You acknowledge that the Early Termination Fees are a genuine pre-estimate of the loss we are likely to suffer as a result of the early termination of your Contract.

## **10. Definitions**

Defined terms used elsewhere in the More Telecom Customer Terms have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

**Business Phone System Service** has the meaning given in clause 2.

**Handset** has the meaning given in clause 3.2.

**IPND** means the Integrated Public Number Database.

**LNP** means Local Number Porting.

**National Numbering Plan** means the framework for the numbering and carriage services in Australia maintained by the Australian Communications and Media Authority.

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**Non-Standard Calls** means the call types listed in the table in clause 11.3(b) and any other call types determined by us not to be Standard Calls from time to time.

**Pay As You Go Charges** means Charges for service usage not included in your Plan entitlements, including Charges for Non-standard Calls.

**Priority Assistance** has the meaning given to that term in the Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007.

**Standard Calls** means all calls to standard Australian fixed and mobile numbers, including calls to 1800 numbers, call forwarding within Australia to standard fixed and mobile numbers, voicemail calls and any other call types determined as eligible by us from time to time.

**Standard Zone Unit** is a charging area defined by the Australian Communications and Media Authority.

**Toll Fraud** means the unauthorised use of your Business Phone System Service via hacking or other illegal means.