

Voice and SMS (IP) Including: Hosted PBX, SIP Trunk, 1300/1800

1.0 The Service **1.1** This Service Schedule is for the supply of Hosted PBX, Voice Origination and Termination minutes over IP connection (the “Voice Service”) and SMS inbound and outbound (the “SMS Service”). It will apply to the first and any subsequent Service Orders executed by the Customer and Digipearl.

2.0 Prerequisites to supply of the service

2.1 The Customer must read and agree to all Terms and Conditions, in the Digipearl Master Services Agreement and this Service Schedule.

2.2 The Customer must organise means of connection to Digipearl’s SIP Servers either via public internet or by ordering Virtual Private IP service from Digipearl, except in the following circumstances:

a. Customer orders 13/1300/1800 or any other toll-free number with the intent to divert its inbound calls to a third party telephony service;

2.3 The Customer is responsible for any required cabling works to be done at the customer premises;

2.4 Digipearl will provide all required assistance in the initial system configuration, however, it will be the customer’s responsibility to unpack and to physically connect VoIP equipment supplied by Digipearl to the Customer’s Local Area Network; and

2.5 The Customer must acquire or have an SMS-enabled phone number active on their Customer Account and follow SMS sender ID (also known as CLI) requirements per clause 6.4 and 6.5.

3.0 Parties

3.1 This Schedule applies between Digipearl Wholesale (“Digipearl”) and the Customer identified in the Service Order (“Customer”); Service Orders can be submitted via online web form, email or via phone.

4.0 Provision of Service

4.1 The Customer and Digipearl will agree on a standards-based interconnect for the delivery of the Voice Service. The delivery of the service will be via:

- SIP RFC3264 over Public Internet (Voice over Internet)
- SIP RFC3264 over Layer 3 IP service provided by Digipearl (“Private IP”)
- 13/1300/1800 and similar inbound services can be terminated by Digipearl directly to the Customer’s answering point.

4.2 For Services delivered via an IP connection supplied by Digipearl, the Customer is required to complete the relevant Service Order for such service.

Note: for services supplied over public internet, the agreed SLA uptime is only guaranteed for the equipment of Digipearl and any outage that is outside of Digipearl network will not be counted as downtime for Service Level Agreement.

4.3 A service with a SIP interconnect requires a SIP Trunk (Voice Access Trunk). This is the logical number of concurrent calls for the Interconnect.

4.4 The Voice Service is delivered by default as bi-directional.

4.5 The Voice Service is supplied as a single Trunk Routing Group per Point of Interconnect (POI) unless otherwise specified in the Service Order.

4.6 The IP Voice Service will accept the following codecs;

- G711alaw,ulaw (20ms Packetisation)
- G722 (20ms Packetisation)
- G729 (20ms Packetisation)

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4.7 The IP Voice Service will allow codec selection to be performed on a per-call basis, with codec selection performed during call setup (as per RFC3265 – SDP Offer/Answer).

5.0 Digipearl number allocation

5.1 The Customer agrees it will comply with the National Numbering Plan and any directives from the Australian Communications and Media Authority (ACMA). Specifically, the Customer agrees to allocate numbers to End Users in a way consistent with the requirements of the National Numbering Plan.

5.2 Due to technical limitations, porting of some overseas numbers may not be supported.

6.0 Caller Line Identification (CLI)

6.1 The Customer will be permitted to pass their valid originating number where that number is a valid Local Service Number (as defined by ACMA) or it's in the globally recognized E.164 format and where that service is completely within the administrative domain of the Customer or the Customer's End User.

6.2 The Customer and the Customer's End Users must adhere to the following CLI Compliance Guidelines:

- CLI must have explicit rights of use and ownership by the End User.
- CLI must correspond to a valid, allocated number for the End User's use.
- CLI must adhere to international dialing standards.
- CLI using 13/1300/1800/1900 numbers is not available.

The Customer and the Customer's End Users must adhere to established CLI regulatory compliance and follow future regulatory compliance. Non-compliance may result in service disruptions or termination. Digipearl reserves the right to audit CLI usage.

6.3 For Customers on any of the unlimited call packages, CLI support for outbound calls is not guaranteed.

6.4 The Customer must use an SMS-enabled phone number (for example virtual mobile number) as their SMS sender ID (also known as CLI) in order to send outbound SMS.

6.5 CLI using text-based or alphanumeric SMS sender IDs is not available using SMS Service.

6.6 For some SMS Service destinations including international, SMS sender IDs may not be received and can be replaced with a shared number.

7.0 Rates, Charges and Billing

7.1 Call Charges and Billing options are selected via the Customer portal <https://voip.digipearl.com.au/customer>; all other related fees and charges are published in the appropriate sections of the Customer portal related to services ordered. Digipearl reserves the right to change any of its prices at its sole discretion. Digipearl will notify the Customer by email about any changes in the pricing plans applicable to the client services, that are already subscribed.

7.2 Unless otherwise stated in the Service Order: Fees for Billing shall be on a "per call" basis with fees for each call rounded up to the next highest billing increment (both time and monetary). Timed Calls are billed at 60 seconds minimum per call with 60 seconds increments, rounded to the nearest cent.

8.0 Term and Commencement

8.1 The Voice Service and SMS Service will be supplied for the term specified in the Service Order and relevant CIS.

8.2 On completion of the ordering of services via the Customer portal, Digipearl will notify the Customer of Service Completion via email about the Ready For Service "RFS" event. The date of this email forms the RFS date.

8.3 The term commences on the RFS date, which is the first day by which the services are available for use by the Customer.

9.0 Payment

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9.1 Voice Minutes and SMS messages sent is service usage, they are charged post-termination of the call or SMS to the Customer's account. Fixed-price services associated with the Voice Service are charged monthly in advance.

9.2 For Customers on prepaid billing models, a positive account balance has to be maintained at all times to allow for automatic charges of all recurring service fees, call charges and SMS charges.

9.3 The Customer must pay all fees detailed in the Service Order.

10.0 Service Delivery

10.1 Digipearl will use all reasonable endeavours to provide the Voice Service and SMS Service on the commencement date specified in the Service Order. In many cases, Digipearl will rely on third parties to provide or supply equipment, access, circuits or cross-connects and therefore Digipearl will not be liable for any delay in installing the services. The dates specified in the Service Order are approximate. Digipearl will keep the Customer informed of its progress in provisioning the Voice Service and SMS Service.

11.0 Fault Reporting

11.1 Before reporting a fault to Digipearl, the Customer must take all reasonable steps to ensure that the fault is not a fault in any Customer equipment or within the customer's administrative domain.

11.2 Customers who rely on Digipearl supplied Customer Premise Equipment ("CPE") must specifically ensure that the Digipearl's CPE is receiving power and cooling as required to be operational.

11.3 As soon as the Customer has confirmed the fault is related to the Voice Service and/or SMS Service supplied by Digipearl, that fault must be reported to Digipearl by phone or email to the following address: support@digipearl.com.au.

11.4 If Digipearl determines the fault is a direct result of the Customer's equipment, Digipearl will reserve the right to invoice the customer a reasonable amount (not to exceed \$500) for the time spent diagnosing the Customer's fault.

12.0 Service Level Agreement

12.1 Digipearl provides the Voice Service and SMS Service with the following Service Levels:

Service Availability (%) 99.90% (per month).

12.2 Should in any given month the Voice Service not perform to the Service Level Agreement (SLA), Digipearl will provide the Customer with a Service Level Rebate provided the Customer reported the fault (per Section 11).

The rebate provided is listed in the following table:

Aggregate Outage Minutes in Month during business hours	<45 min	<135 min	<300 min	>300 min
9 am – 8:30 pm (AET) Mon - Fri	No Rebate	10%	15%	20%
% of Monthly Recurring Charges Rebated				

12.3 A service rebate is only redeemable as a credit to the Customer's account for use towards future Digipearl service charges and usage.

12.4 A service rebate is capped at 20% of the monthly recurring service charges for the affected service only.

12.5 To be eligible for a service rebate, the Voice Service must fail to meet its SLA.

12.6 In situations where both the SMS Service and the Voice Service fail to meet their respective SLAs, the service rebate can also be extended to include SMS service Monthly Recurring Charges. No rebate is applicable in cases if only the SMS Service fails to meet its SLA while the Voice Service meets its SLA.

12.7 A Service Rebate Claim (SRC) must be submitted in writing within 5 Business Days from the date on which the fault was restored. Digipearl will not be required to consider any claims submitted after 5 Business Days.

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12.8 Once a claim is received, Digipearl will review the event calculate the Service Rebate (if applicable) and apply credit to the Customer's account for any such Service Rebate. **12.9** The Customer will not be entitled to claim a rebate if Digipearl determines the fault was due to or to the extent caused directly or indirectly by:

- Act or omission of the Customer. Failure of the Customer's equipment. Failure of services
- supplied by the Customer to the Digipearl CPE. Was entirely a result of a third-party supplier to
- Digipearl. During a maintenance session. You have claimed a Service Rebate related to this
- outage under a different Service Schedule.
- Permitted suspension by Digipearl of the service.
- Was the result of a "force majeure" event.
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12.10 Service Claims must be submitted via email to support@digipearl.com.au. **12.11** The Service Level Rebates contained herein shall be the Customer's sole remedy for any downtime in the Voice Service and SMS Service. **12.12** The Customer may request a service outage report for outages that last longer than 15 minutes. Service outage reports (when requested) will be emailed to the Customer within 5 business days from the date requested. **12.13** Service status updates and information about any unscheduled service outages are published at: <https://digipearl.com.au/uptime/>.

13.0 Scheduled Maintenance

13.1 Digipearl requires the ability to perform maintenance sessions to enhance the efficiency of the voice and SMS network, and to roll out new features and software updates to enhance the user experience. There is an allocated interval for planned maintenance sessions, which occurs on the 1st and 3rd Friday of every month from 10pm to Saturday 2am AET. There may be very short interruptions during scheduled maintenance sessions. Should a planned maintenance session require a greater time window than the default time slot or is of an emergency nature, notifications will be provided via email (to the technical and administrative contact listed on the Service Order, or the primary email entered in the billing account) to the following schedule. Mass emails must be enabled on the billing account to receive email notifications.

Category	Notice Period	Duration	Period (AET)
Consultative	As agreed by the parties	As agreed by the parties	As agreed by the parties
Planned Major	5 Business days	> 240 mins	10 pm – 6 am or anytime Saturday, Sunday
Emergency	-	< 15 mins	10 pm – 6 am

14.0 Availability of Call Routes

14.1 Digipearl does not guarantee that you will be able to make successful calls to every valid telecommunications number as Digipearl does not operate every aspect of the telephone network used to provide the Service to you. Furthermore, Digipearl may bar calls to certain International Destinations if calls pose a real threat to the Digipearl network, Customers or National Security.

15.0 Availability of Outbound SMS

15.1 Digipearl does not guarantee successful SMS delivery to every destination, as it does not control all aspects of the telephone network. Additionally, Digipearl may restrict or block SMS to certain destinations if they pose a threat to the

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Digipearl network or its suppliers network, Customers, or national security. SMS messages that do not comply with the regulatory requirements and laws of both the origin and destination countries, as well as any other relevant international regulations, may be blocked. **15.2** Digipearl does not provide a multimedia messaging service (MMS) or sending of bulk SMS. Sending of bulk SMS is only available through our third party integration partners [Touch SMS](#) and [Edgility](#).

16.0 Availability of Recorded Calls

16.1 Digipearl provides recorded call storage as an additional service on its equipment. However, it's important to note that this service isn't guaranteed to be flawless, and there might be instances of data loss. To safeguard their data, it is highly recommended that the End User regularly backs up Call Recordings. Call Recordings are stored based on the storage policy settings set by the End User in the customer portal. These settings include automatic deletion of Call Recordings older than a specified timeframe. End users have the option to delete specific Call Recordings from the customer portal as well. Please be aware that all Call Recording records are automatically deleted and cannot be recovered in the event of account cancellation for any reason, disabling the Call Recording Storage service, unsubscribing from the Call Recording storage service, or non-payment for invoiced services.

17.0 International Call Rates

17.1 International call rates are subject to change without notice.

18.0 Proof of Usage

18.1 Your invoice will be calculated by reference to data recorded or logged by Digipearl. Records held and call-logging procedures adopted by Digipearl will be conclusive evidence of the usage of the Service and the charges payable by the Customer.

19.0 Emergency Service Calls

19.1 When you dial '000' from the Digipearl Service, you will be connected to the Emergency Services. You must understand that Digipearl's service cannot be utilised if there is a power outage when your internet connection is interrupted or if the hardware you are using to access the service is in any way flawed. We strongly recommend that you have an alternative telecommunications service such as a cellular, fixed line or satellite telephone connection to contact Emergency Services in the event of the unforeseen. It is illegal for you to relocate the service from one destination to another without informing Digipearl of the change required. Accordingly, you must advise Digipearl of any changes to your address details so that Emergency Service Calls are connected correctly.

20.0 Telecommunications Customer Service Guarantee Waiver

20.1 Following Parts 5 of the Telecommunication (Customer Protection and Service Standard) Act 1999 (Cth) [The Act], and the Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2) [CSG], Digipearl proposes that you waive your protection and rights under Customer Service Guarantee. As a Customer, you are not obliged to waive your protection or rights, however, because Voice Over IP technologies are not equivalent to standard telephone networks, you acknowledge that Digipearl reserves its right not to provide you with a service. In return, Digipearl agrees to provide you with significantly lower call costs and technical support, all on the basis that Digipearl is not required to meet the standards set out in the Customer Service Guarantee.

The Protection and Rights you are waiving include:

- Damages for breach of performance standards, as per section 116 of the Act.

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- Time for payment if damages for breach of performance standards, as per section 117A of the Act.
- Right of Contribution, as per section 118A of the Act. Guaranteed maximum connection periods, as per the CSG. Guaranteed maximum rectification period, as per the CSG. Information to be given to Customers, as per the CSG. Making and Changing Appointments, as per the CSG.
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21.0 Fair Use Policy

21.1 All DigiPearl services are covered by the [Fair Use Policy](#). The Fair Use Policy is designed to protect the quality and integrity of DigiPearl's network.

21.2 It is prohibited to use DigiPearl service for inbound only traffic.

22.0 Security Deposit

22.1 Payment of Deposit:

Before the provision of any Services, if DigiPearl requests, the Customer must pay the Security Deposit to DigiPearl.

22.2 Use of Security Deposit:

DigiPearl must hold the Security Deposit as security for the payment of any sums due under this Agreement. If the Customer fails to pay any amount due on the due date for payment, DigiPearl may immediately deduct that amount from the Security Deposit in set-off of the Customer's payment obligation.

22.3 Reinstatement of Security Deposit:

If DigiPearl deducts any monies from the Security Deposit under clause 20.2 the Customer must pay by way of additional security that amount to DigiPearl to replace the amount of the Security Deposit used.

22.4 Return of Security Deposit:

DigiPearl must return any part of the Security Deposit that is unused to the Customer on termination of this Agreement or earlier as per agreement between parties.

22.5 Credit reference check:

DigiPearl may conduct a credit check on the Customer before entering into any Service Order with the Customer. The Customer authorises DigiPearl to make all enquiries reasonably necessary to determine the Customer's creditworthiness including by conducting requests for information from banks, credit agencies and other financial institutions.

23.0 Service Termination

23.1 The Customer may request to terminate any of its Voice or SMS (IP) services by giving 30 days written notice to DigiPearl. For Services with an agreed minimum term, and where such term has not expired, the Customer will be liable to pay in full any remaining value of the agreed term.