

SERVICE DESCRIPTION



Voice (VoIP) for Business

1) YOUR SERVICE

You have read and accept that by using CloudX Cloud PBX, you will be using VOIP (voice over internet protocol) as the basis for your voice services and that VoIP is not the traditional phone service as it relies on your broadband service to function. In the event of a broadband service interruption (due to, for example, a power outage or other physical damage to your broadband infrastructure), then your voice services will be interrupted.

In such events, you may not be able to contact emergency services from your VoIP phones and you or your staff would need to use an alternative method to contact emergency services. You also accept that your CloudX Cloud PBX service is not designed to connect with non-voice communications equipment eg, security alarms, or EFTPOS machines.

2) Definitions

“Calling” – Refers to the standard person-to-person outbound phone calls; and

“Unlimited” – means “unlimited under reasonable conditions”. Exclusions are noted below and our [Fair & Acceptable Use Policy](#) does apply. Our unlimited calling offer only applies to person-to-person calls to Local, National, and mobile calls (on certain plans as defined below). All other calls are charged at our standard rates as defined below. **“Automated calling and calls made to special services may incur additional charges”**.

3) Usage and Security

Because of the nature of these services, we cannot guarantee the confidentiality of any calls or transmissions you make while using the service. Maintaining and protecting how and when your service is used is solely your responsibility. You must pay all charges on your account regardless of whether you or someone else uses those services. The normal use of hardware does not include adverse power supply conditions such as power surges ie. Lightning damage.

You are solely responsible for maintaining the confidentiality of any passwords, or PIN numbers you use to access our services. CloudX can at our discretion restrict, disconnect, or change your User ID and/or password if this is in the interest of the functioning of your CloudX PBX service or to prevent fraudulent use of the Cloud PBX service.

The unlimited calling plan covers standard person-to-person calls only. It cannot be used for the following: Auto dialling; or Continuous call forwarding to mobile. Your use of the Cloud Cloud PBX service and unlimited calling plan is subject to our [Fair and Acceptable Use Policy](#).

4) Performance Guarantees

CloudX will provide their Cloud PBX services using reasonable skill and care. We are unable to give specific performance guarantees or confirm that the voice services will remain interrupted or error-free.

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5) Your Broadband Connection

If you have bundled CloudX Cloud PBX service with a CloudX Business Broadband service, the following additional terms apply. Both the speed and quality of our Services can be influenced by factors beyond our control such as, but not limited to use age of the internet, distance from exchanges, internal wiring on-premises, and the number, quality, and configuration of the devices being used on your network to send or receive data. Data speeds, when referenced will always refer to the theoretic “maximum possible network speed”, which we cannot guarantee, as your actual speeds may be affected by factors other than our network.

CloudX Business Broadband is not required for CloudX Cloud PBX, but you need to have a broadband connection that is suitable for VoIP. You also need to be aware that CloudX can only assist with issues that relate to CloudX's services specifically. This means that we cannot assist you with quality or network issues related to your non-CloudX broadband service, even if these issues also affect your CloudX Cloud PBX service. This also applies if you have a 3rd party router not included in the list of CloudX Tested Phones & Routers.

If you receive rented equipment from us as part of a contract with a minimum contract term, the rental component of your contract remains in effect at the same price even after the minimum contract term ends. You may continue to rent this equipment from us until you choose to terminate the relevant services with us, either by transferring your services to another provider or asking that we disconnect them, at which time you must return all equipment to us. If you terminate your services with us within the period of a minimum period, you must return the equipment; or you will be charged the amount equal to the purchase price of the equipment in addition to any Early Termination Fees that relate to the services you have purchased from us. In either case, you must return rented equipment to us within 30 days of termination of the relevant services with us or make other arrangements with us within this period. Failure to do so will result in you being charged the amount described above. Rented hardware that is damaged through normal wear and tear, or manufacturing faults will be replaced at no cost by CloudX (except for courier charges) if the rental agreement remains in effect. Rental equipment that is to be replaced for other reasons eg, misuse, loss, accidents, etc, will incur a charge for repair (or replacement) up to the purchase price of the rental equipment for replacement.

Purchased equipment is covered by a 12-month return-to-sender warranty. If you choose to use VoIP that is not supplied by CloudX, we are unable to provide you with support for configuration or service issues. We require that you only use hardware for the CloudX Cloud PBX service from our list of approved hardware (available on request) so that we can ensure that your hardware will work with our service. We will do our best to provide you with basic support for this hardware, if possible, but recommend that you engage a 3rd party technician for ongoing support. Please see the additional terms related to rented VoIP hardware here:

<https://CloudX.com/legal/RentedEquipment.pdf>

6) Terminating and/or Modifying this Agreement

Changes to Services – You cannot reduce the total number of users/rented hardware for the first 6 months of the contract. After that, you are free to do so. Reducing the number of users to zero is considered termination of the contract, which may incur an Early Termination Fee.

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Termination – We require 30 day(s) written notice from you for the termination of the Service. If that Service is being provided to you for a specified period and you cancel within that period, then you must also pay us any applicable early termination fees as outlined below.

Fixed Term Contract – If you have agreed to use a Service for a Fixed Contract Term and/or your pricing plan is based on a Fixed Contract Period, then that contract period applies. If you cancel within the Fixed Contract Period, then you will be liable for any applicable early termination fees as outlined below. Your contract starts from the date we deliver all services listed on the Sales Agreement to you. If you also choose to purchase CloudX Broadband, your CloudX Cloud PBX contract period will be aligned and treated as a single contract period, based on whichever end date would result in the longest contract period.

EARLY TERMINATION FEES
40% of the monthly recurring charges (excluding hardware) remaining on your contract for the initial contract period. This is relative to Users
100% of the monthly hardware rental fees remaining on your contract for the initial contract period.
You will also be charged any fees that we had previously waived on your contract for the initial contract period.

7) Return of Rental Equipment

In the event you do end this agreement, you will be responsible for the return of any equipment provided by CloudX as part of your Services with us. You agree to pay for any equipment, not returned to us within 30 days of the end of your Services or if the equipment is returned in a damaged condition (accounting for normal wear and tear). Replacement costs are set at our standard purchase price for the relevant equipment at the time of termination.