

1 INTRODUCTION

- 1.2 IP Clarity is TelstraClear's Virtual PBX telephone service. This product delivers an IP based voice solution at a single site, with up to 20 users. It provides a virtual Private Branch Exchange (PBX) service experience. IP Clarity is an alternative to a Basic Rate plus simple PBX solution. It is not a bridge service for connecting third party PBX equipment to TelstraClear.
- 1.2 You have a choice of 4, 6 or 8 simultaneous calls to the Public Switched Telephone Network (PSTN). At your request, we will supply Direct Dial In (DDI) numbers for use with your IP Clarity Solution, in blocks of 10 sequential numbers.

2 GLOSSARY OF TERMS

Term	Description
Group	A group of Users, which share the same elements and features of the IP Clarity Solution.
IP Clarity Solution	An IP telephony service having the combination of Group Features, User Feature Bundles and User Features (as described in clause 6 of this Service Description) and phones selected by you (as specified in the Specific Terms of this Agreement).
Private Call	The telephone call originated by one of your Users, that is destined for another User within your IP Clarity Solution, where that call was made by dialling an extension number associated with that other User.
User	A person who is a member of your organisation who has been allocated a telephone extension number on your IP Clarity Solution who can then use that phone number to make or receive a phone call, or any other communication enabled by your IP Clarity Solution.

3 ADDITIONAL GROUP FEATURES

- 3.1 Auto Attendant can be added to a Group at an additional cost per month. Auto Attendant is a touch tone activated auto attendant feature that allows you to configure a menu system to enable callers to gain access to your company without human assistance. Calls from each of your Auto Attendants are charged at standard rates for that call type. A maximum of 10 menu items may be configured, numbered 0-9.

4 USER FEATURE BUNDLES

- 4.1 The User Feature Bundles are those calling features that each telephone within the Group can access on your IP Clarity Solution. A User Feature Bundle is associated with an individual telephone extension number, and will be configured by TelstraClear as necessary for that extension. There are two feature bundles available:
 - (a) **Everyday:** suitable for any phone that is not associated with a particular person, including faxes, modems, meeting rooms, and phones in public areas.
 - (b) **Advanced:** suitable for Users who do not have a computer available at the phone.

5 ADDITIONAL USER FEATURES

- 5.1 Call Answer Voicemail is a User Feature that can be added to an existing User Feature Bundle at an additional cost per User per month as set out in the Specific Terms of this Agreement. Call Answer Voicemail allows a caller to be greeted with a pre-recorded message and allows that caller to record a message that is then made available to the User.

6 SPECIFIC TERMS

- 6.1 Your IP Clarity solution uses licences for the supply of this Service. These are licensed to you for the duration of this Service Description, and are not sold therefore ownership is not transferred to you. The licence costs are incorporated in the pricing set out in the Specific Terms of this Agreement.
- 6.2 IP Clarity may not be interconnected with a PBX.
- 6.3 We will supply an Integrated Access Device (IAD), Analogue Telephone Adaptor (ATA) or IP Switch equipment, for the purpose of delivering the IP Clarity Solution to your site/s. This equipment remains the property of TelstraClear and may also be used to deliver our Private IP, High Speed Internet and Business Internet Access services.
- 6.4 The IAD is the demarcation point for TelstraClear, and is powered from your premises. Disruption of power will affect all services supplied via the IAD. We are not liable for this.
 - (a) **This service is reliant on mains power. In the event of power outage, connection to Emergency Services (111) will NOT BE POSSIBLE. Please ensure you have an alternate means of contacting Emergency Services in case of mains failure.**
- 6.5 We may, at your request, supply Analogue telephone equipment for a monthly rental fee per telephone. This Equipment remains the property of TelstraClear. You will not do anything that affects or is likely to affect our ownership rights in the Equipment. In addition to your obligations under clause 8 of our Standard Business Terms, you will:
 - (a) follow our reasonable instructions about use of the Equipment;
 - (b) contact us if the Equipment is lost, stolen or damaged;
 - (c) return any Equipment you rent from us when you terminate this Service or we stop providing the rental service, unless we agree otherwise. If you don't return the Equipment, we may continue to charge you rental for it or bill you for the standard replacement charge for the unreturned Equipment.
- 6.6 If the telephone equipment used in the IP Clarity Solution is owned by you (as opposed to leased to you by us) and does not operate with the IP Clarity Solution, you are responsible for providing alternative telephone equipment that will operate with the IP Clarity Solution or you may rent Analogue telephone equipment from us.
- 6.7 The IAD and ATA may not be interfered with or accessed by you, and is exclusively managed by TelstraClear. Any interference by you will be considered a material breach of this Agreement.
- 6.8 We will use all reasonable endeavours to connect our Equipment to your existing telephone equipment, using the existing premises wiring. We do not guarantee interoperability as this is subject to the condition of your wiring and equipment.

You are responsible for ensuring any issues with premises wiring are resolved to enable function of this Service.

BizLine Clarity pricing plans

6.9 The BizLine Clarity pricing plans are only available to small and medium enterprise business customers and customers who do not use the Services for a contact centre or telesales. We reserve the right to:

- (a) refuse to sell a BizLine Clarity pricing plan to any person or business that we believe (in our discretion) is not a small or medium enterprise business or who will use these Services for a contact centre or telesales; and/or
- (b) terminate this Agreement immediately on written notice if you use these Services for a contact centre or telesales.

6.10 To receive the BizLine Clarity pricing plans, you must keep all your IP Clarity lines and direct dial calling (including local, national, international and fixed to mobile calling) with TelstraClear. All of those IP Clarity lines must be on the same BizLine Clarity pricing plan for that type of line. Your BizLine Clarity pricing plan cannot be used in conjunction with any other discounts, rates or calling packages.

6.11 If you are on any of the BizLine Clarity pricing plans and you are also purchasing DDI blocks then you will be charged for those DDI blocks at our standard rates. IP Clarity may not be available for reasons beyond TelstraClear's control. Notwithstanding anything else in this Agreement, TelstraClear makes no commitment regarding the availability of IP Clarity service until the access lines are connected so that you are able to receive Services over them.

6.12 The following installation fees are payable:

- (a) Internet Installation Fees:
 - (i) If you sign up to a 12 month Initial Term you will get a discount of up to \$44.44 (plus GST) per connection.
 - (ii) If you sign up to a 24 month Initial Term you will get a discount of up to \$88.88 (plus GST) per connection.

6.13 Call Charges:

- (a) All national and NZ land to NZ mobile calls and all "unlimited" calls for BizLine Clarity Ultimate and BizLine Clarity Complete are charged on a minute plus minute basis.
- (b) All local calls are charged on a minute plus minute basis for the first five minutes and per second thereafter (calculated to the next second).
- (c) All calls other than those described in clauses 6.13(a) and 6.13(b) above are charged on a minute plus second basis (calculated to the next second).
- (d) For BizLine Clarity plans the calling rates are only applicable to voice traffic. Data traffic will be charged at your prevailing rates.
- (e) There is a one minute minimum charge for each call. The charge for each call is rounded to the nearest cent.

6.14 BizLine Clarity Add-Ons:

- (a) Calling rate option 1: If you sign up to this add-on and pay an additional monthly charge as set out in the Specific Terms of this Agreement, your BizLine Clarity per minute calling rate for calls to landlines in Australia will be discounted by 50%.
- (b) Calling rate option 2: If you sign up to this add-on and pay an additional monthly charge as set out in the Specific Terms of this Agreement, your calls landline to landlines in China, Japan, Hong Kong, Singapore and Thailand will be capped at \$1 (plus GST) for the first hour and thereafter will be charged at \$0.40 (plus GST) per minute or part thereof.
- (c) The charges for each of the Add-Ons described in this clause are cumulative.

6.15 If you purchase any of the following Services from us in addition to the Services under your BizLine Clarity pricing plan:

- (a) Business Broadband Services, then you will receive one month's free broadband internet access if you sign up for Business Broadband Services for an Initial Term of 12 months, or two months' free broadband internet access if you sign up for Business Broadband Services for an Initial Term of 24 months;
- (b) TollFree Services, then you will be offered BizPlan calling rates for those TollFree Services;
- (c) VoiceMail (only available with BizLine PSTN pricing plans and IP Clarity) then you will receive one month's free VoiceMail services if you sign up for your BizLine PSTN pricing plan including VoiceMail and IP Clarity for an Initial Term of 12 months, or two months' free VoiceMail services if you sign up for your BizLine PSTN pricing plan including VoiceMail and IP Clarity for an Initial Term of 24 months.

6.16 If you transfer any of the IP Clarity lines under your BizLine Clarity pricing plan or direct dial calling to another service provider, or move any of your lines off your BizLine Clarity pricing plan, then you may be liable to pay early termination charges as described in clause 13.2 of our Standard Business Terms and you will no longer be entitled to your BizLine Clarity pricing plan for those Services and your access line rental and calling rates will revert to our standard rate-card pricing.

6.17 We may change any aspect of the BizLine Clarity pricing plans including the Charges, by giving you 60 days' notice in writing.

6.18 Notwithstanding anything in clause 12.1 of our Standard Business Terms, we may stop providing one or more of the Services included within your BizLine Clarity package of Services at any time if we are withdrawing the Service(s) from general availability or replacing them with a new Service, by giving you 60 days' notice in writing.