



## Multiline VoIP (goVoIP Business) Terms and Conditions

**Your service provider is ClubTelco Pty Ltd ("ClubTelco") ABN 52 144 488 620. This document contains terms in addition to the Standard Customer Terms which form part of the contract between you and ClubTelco.**

### SERVICE REQUIREMENTS

**ClubTelco** VoIP service requires a minimum broadband speed of 256/64 to operate. **ClubTelco** recommends connection speeds of 512/128 or higher.

As Voice over IP (VoIP) uses your broadband internet connection to pass the voice traffic to conventional phone lines, it will contribute to uploads and downloads of your internet service. Customers should consult their broadband internet provider to ensure that they are on an unlimited download plan.

You acknowledge that although **ClubTelco** will take all reasonable steps to make sure you receive the voice and data service within the calling areas, the voice and data service is not free from faults or interruptions. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference, may mean you will not receive the voice and data service at certain times of making VoIP calls, and the service quality may drop. To eliminate any technical problems, **ClubTelco** recommends that a dedicated broadband connection be used to increase the performance and quality of the **ClubTelco** Multiline VoIP service. As standard, customers can expect the voice quality of a VoIP call to be similar to that of a call made on a mobile phone service.

To alleviate network congestion, during peak usage times, some calls may be restricted to a maximum call length of 120 minutes.

Compatibility: Please be aware that VoIP hardware, equipment or software may not be compatible with operating systems other than Windows. Please check with your Systems Integrator or Value Added Reseller to confirm compatibility.

### PAYMENTS & CHARGES

New customers using the **ClubTelco** Multiline VoIP service as a stand alone product must pay via Direct Debit (credit card option only). Processing fees apply. See [www.clubtelco.com](http://www.clubtelco.com).

Accounts online are available at [www.clubtelco.com](http://www.clubtelco.com). You will receive your monthly invoice by email.

The Fees and charges for your service will commence from the day your service is connected to **ClubTelco** and continue until you disconnect the service or **ClubTelco** suspends or cancels your service. A monthly access fee, charged in advance applies as stated in the "Access Charges and Inclusions" section together with usage costs as stated in the "Call Charges" section unless stated

otherwise. You must pay hardware and services charges as set out by **ClubTelco** together with any additional charges applicable to your service.

Other costs such as provision of equipment and/or consultancy fees charged by your Systems Integrator or Value Added Reseller are also additional and must be paid for by you.

### ACCESS CHARGES AND INCLUSIONS

Access Fees and Call Inclusions are listed below and include GST:

Plan Details	goVoIP Business 1	goVoIP Business 5	goVoIP Business 10	goVoIP Business 15
<b>Monthly Access Fee</b>	\$50.00	\$70.00	\$120.00	\$180.00
<b>Local Call Rate Per Call</b>	9.9c	9.9c	9.9c	9.9c
<b>National Call Rate Per Call</b>	9.9c	9.9c	9.9c	9.9c
<b>Calls to Aussie Mobiles Per Minute</b>	18c	18c	18c	18c
<b>International Call Rate Per Minute</b>	From 1.5c*	From 1.5c*	From 1.5c*	From 1.5c*
<b>Single Number 13/18 Monthly Access Fee Waiver</b>	Yes	Yes	Yes	Yes
<b>ClubTelco to ClubTelco VoIP Calls</b>	Included at No Extra Cost	Included at No Extra Cost	Included at No Extra Cost	Included at No Extra Cost
<b>goVoIP Business Sub-Accounts</b>	0	5	10	15
<b>Direct in Dial Numbers</b>	Up to 10	Up to 50	Up to 75	Up to 100
<b>Other Inclusions</b>	Up to 300 local / national calls per month#	N/A	N/A	N/A
<b>Connection Fee</b>	\$99.00	\$99.00	\$99.00	\$99.00
<b>Disconnection Fee</b>	\$200.00 if in contract	\$200.00 if in contract	\$200.00 if in contract	\$200.00 if in contract
<b>Contract Period</b>	12 months	12 months	12 months	12 months

\* See [www.clubtelco.com](http://www.clubtelco.com) for a full list of international destinations and charges

# Over this monthly inclusions limit, normal local / national call charges of 9.9c per call apply.

### IMPORTANT NOTES

1. Local/national call inclusions do not include calls to 13 / 1300 numbers which are charged at 25c per call.
2. Calls to international numbers are charged in addition to the other fees arising under this plan. For a full list of the applicable international call rates, visit [www.clubtelco.com](http://www.clubtelco.com)
3. All prices include GST.

### CALL CHARGES

Call charges advertised include GST. Calls are billed in 1 minute increments. All calls will be rounded up to the next cent. No call connection fees apply.

### All goVoIP Business Plans

Call value, time and count inclusions (where applicable) are applied on a monthly basis and must be used within the billing month and cannot be carried over to the next billing month. Calls to 1900, 0055 numbers and to certain international destinations are charged at a higher rate. Call **ClubTelco** Customer Service on 13 TELCO (13 83526) for current details.

Please note that additional charges will apply for calls made to Premium Services and Special Numbers. Examples of Premium Services include calls to horoscope lines, voting lines and dating services. Examples of Special Numbers are calls to 1300, 1800, 13, 1902 and Advice and Assistance numbers (such as Directory Assistance) within Australia and the equivalent of these numbers in international destinations.

Maximum call duration is four hours, followed by automated call disconnection.

### **goVoIP BUSINESS HARDWARE AND CONSULTANCY SERVICES**

As part of successfully provisioning your multiline VoIP solution, you will require the services of a Systems Integrator or Value Added Reseller. This specialist will advise you on the selection of compatible hardware, software and will supply chargeable consultancy services. These costs will be charged in addition to any other fees arising under this agreement and must be paid by you.

### **VoIP CONNECTIVITY**

You are responsible for ensuring that your VoIP service is working correctly. If your broadband connection is not working or is set up incorrectly, or if your multiline VoIP hardware or software is set up incorrectly, or there is a power failure, your phone system will not work. If any of these events occurs, telephone calls cannot be made using the VoIP service, including calls to 000, unless an ordinary landline is retained for calling redundancy.

**ClubTelco** does not accept any responsibility for the costs associated with any calls you may make using your landline instead of your multiline VoIP service. Maximum call duration is four hours, followed by automated call disconnection.

### **DISCONNECTION FEE**

A Disconnection Fee of \$200.00 will be applied for cancellation of your multiline VoIP plan prior to contract expiration.

### **AUTOMATIC CALL FORWARDING FROM THE SWITCH**

**ClubTelco** offers an automatic call forwarding from the **ClubTelco** softswitch feature. This allows calls to be forwarded to an Australian landline number nominated by the customer in the event of call rejection from the customer's premises. Reasons for this rejection could include but are not limited to broadband failure and PBX busy signalling. In this way calls can continue to be received in the interim. Normal call charges of 9.9c per call will apply for each call that is forwarded from the **ClubTelco** softswitch to the nominated local / national number.

### **QUALITY OF SERVICE (QoS)**

**ClubTelco's** multiline VoIP service can be deployed over any type of internet connection including cable, fibre, ADSL/2+, and SHDSL. However **ClubTelco** strongly advises the multiline VoIP service is combined with a **ClubTelco** broadband service and **ClubTelco** business landline service.

When combined with a **ClubTelco** recommended broadband and business landline service, we offer a service target of 99.8% availability of both VoIP and broadband service (excluding periods of planned service outage as described in Sections 6 and any outages which do not qualify for a rebate as described in sections 7 and 10 of our Business Service Level Agreement annexed to these terms).

### **ACCESS TO EMERGENCY SERVICES**

A multiline VoIP service is not a substitute for a standard (PSTN) telephone service, as in the event of power failure the multiline VoIP service will not operate. Therefore **ClubTelco** recommends that you should not disconnect your primary phone service which provides access to

000 and other similar emergency service telephone numbers in cases of emergency. **ClubTelco** multiline VoIP supports access to 000 or other similar emergency service telephone numbers, however **ClubTelco** recommends you call from a fixed line. As a **ClubTelco** multiline VoIP customer, it is also important that you are aware that location information may not be provided or can be incorrect for emergency services, for example:

1. If you are using your multiline VoIP service from a location other than the location advised to us, the location information passed through to emergency services will not be correct.
2. If you have an outbound only service, no location information can be provided in these cases, or if you have any concern that the location information provided to the emergency services operator may not be correct, you should confirm your location with the emergency services operator.

To the extent permitted by law, **ClubTelco** is not liable to you, or any person claiming through you, for damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for, or in relation, to your use of, or inability to use, **ClubTelco** multiline VoIP in the event of an emergency.

### **DIRECT IN DIAL NUMBERS**

All multiline VoIP plans include direct in dial numbers. You will be allocated a number either within your current area zone (depending on your current telephone number), or within a region of your choice, subject to availability. Alternatively you can port your existing telephone number(s) to **ClubTelco**.

### **LOCAL NUMBER PORTABILITY (LNP)**

If you request that your existing telephone numbers be ported (transferred) across to your multiline VoIP service, then you authorise for your telephone number(s) to be ported to **ClubTelco**. Please note that only your telephone number will be transferred to **ClubTelco**. This may result in the loss of any value added services that are associated with the service provided by your existing service provider (eg Voicemail).

**ClubTelco** does not warrant that it can port your telephone number from your current service provider. Your current service provider may reject a port request if the information you provide is incorrect or does not match the data held by them. In this event, you authorise **ClubTelco** to correct the information and resubmit the request to port your telephone number to **ClubTelco**, or dispute the rejection by your current service provider (as applicable). A porting request may also be rejected for other reasons as stated in the LNP Industry Code.

**ClubTelco** does not warrant that the telephone number will be ported within any specified timeframe. Porting hours of operation are 8am to 5pm AEST/AEDST, Monday to Friday, excluding national public holidays. Cutover can only be initiated at least 3 business days after the porting notification advice is sent by **ClubTelco** to your current service provider. If a port request is rejected and needs to be resubmitted, cutover cannot take place for at least another 3 business days after the request is resubmitted. You can only withdraw your authority to port this telephone number before the Electronic Cutover Advice is sent by **ClubTelco** to your current service provider, which will be on or after the preferred cutover date specified in this form.

In the event of a port, withdrawal or reversal, **ClubTelco** is not responsible for any period of outage. If you wish to port your telephone number from **ClubTelco** to another service provider, then you must contact the other provider. **ClubTelco** reserves the right to charge [the fee specified in the bullet points below] for porting your telephone number to or from **ClubTelco**. You must not deactivate your existing service when porting. Telephone numbers can only be

ported while active. **ClubTelco** recommends that you should always maintain an alternative phone service if you port your phone number to a multiline VoIP service.

**You acknowledge that:**

- by porting a telephone number, the service associated with that telephone number is disconnected from the existing service provider's network and may result in finalization of the account for that service;
- by porting a telephone number, any DSL/Spectrum Sharing service associated with that telephone number is disconnected and may result in finalisation of the DSL Spectrum Sharing account for that service;
- although you have the right to port the telephone number(s), there may be costs and obligations imposed by your current service provider associated with the port which may include early termination fees and porting fees; and
- a one off charge of \$9.95 will be charged to your **ClubTelco** account to port each existing PSTN (telephone) number. PSTN number ports do not incur a pre-approval fee.
- A pre-approval fee of \$99 applies to the porting of ISDN numbers. ISDN ports can take upwards of 30 days to complete. Only single numbers or entire number ranges can be ported. For the avoidance of doubt, a single number out of a number range block cannot be ported away from the block.
- ISDN port costs apply in addition to the pre-approval fee and are listed as follows:
  - Complex port (batch of 1-5 sequential numbers - \$113 per batch
  - Complex port (batch of 6-20 sequential numbers - \$140 per batch
  - Complex port (batch of 21-100 sequential numbers - \$185 per batch
  - Complex port (batch of 101-200 sequential numbers - \$397 per batch
  - Complex port (batch of 200+ sequential numbers - \$898 per batch
- VoIP Service Provider (VSP) ports are not guaranteed, if the selected number is part of the VSP's pool as the VSP cannot release that number. If however, the number had previously been ported from a PSTN line, then most ports of this nature will succeed.

A Customer Authorisation to port a telephone number must be signed by the customer or the customer's agent. A customer authorisation may only be signed by a customer's agent if the customer has authorised the agent to act on their behalf in writing or any other format which can be produced on request if required.

To the extent permitted by law, **ClubTelco** is not liable to you, or any person claiming through you, for damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for, or in relation, to porting. You may have outstanding contractual obligations and costs owed to your current service provider. **ClubTelco** is not liable for any such costs. LNP does not guarantee you can keep your telephone number if you move to a different geographic location.

**ACCOUNT CHANGES & SERVICE DISCONNECTION**

Should your contact details change at any time, you must notify us immediately. If you want to discontinue your connection, written notice must be provided. Either of us may terminate the Agreement by giving 30 days written notice to the other. You remain liable for all charges payable under the Agreement in respect of services up to the time of termination. A final invoice will be issued after termination and you must pay all fees and charges you incurred using the service, up to the date of termination. If we sell equipment to you on an installment basis, and you have not repaid all installments at the time of expiry or termination of our agreement, you must pay all outstanding installments upon expiry or termination.

**ClubTelco** may suspend, restrict or disconnect the service under varying circumstances, as outlined in our Standard Customer Terms. A final invoice will be issued after disconnection and

you must pay all fees and charges you incurred using the service, up to the date of disconnection.

### goVoIP BUSINESS SERVICE LEVEL AGREEMENT

**ClubTelco** is committed to the supply of a quality IP telephony network on which our goVoIP Business customers can depend. This document describes **ClubTelco's** service level commitment to our goVoIP Business customers. This Service Level Agreement (SLA) is applicable to all goVoIP Business customers unless stated otherwise.

#### 1. Definitions and Scope

'Coverage Window' is as described in section 4 of this Business Service Level Agreement.

'End Customer' is the business customer using the broadband or IP telephony service.

'Force Majeure' is anything which is outside the reasonable control of **ClubTelco** including but not limited to Acts of God, war, outages or other breakdowns in the systems or equipment of a telecommunications carrier from whom **ClubTelco** obtains services, outages or breakdowns of the internet or other networks over which the **ClubTelco** multiline VoIP service is carried.

'**ClubTelco**' is **ClubTelco** Pty Limited (ABN 52 144 488 620) ("**ClubTelco**") and is responsible for the broadband service, IP telephony, sales, support and relationship with the End Customer.

'Site Visit' is where **ClubTelco**, or a nominated representative, is required to attend the end customer's premises.

#### 2. Fault Reporting

Faults with the Business Service can be reported to **ClubTelco's** helpdesk by phone (1300 249 864) during the hours of 8.30am – 5:30pm weekdays (AEST). Following receipt of a fault notification from the End Customer, **ClubTelco** will log a fault report and provide the End Customer with a fault reference number. **ClubTelco** will use its reasonable commercial endeavours to ensure that its response to fault reporting is within the applicable Coverage Window (as described in section 4 below), and is in accordance with sections 3, 4 and 5 of this SLA.

#### 3. Response and Restoration Targets

Response Time is the time from when **ClubTelco** receives a fault notification from the End Customer, to the time that **ClubTelco** provides a status advice to the End Customer with an indication of the nature of the fault and estimated time to restore service.

Parameter	Target Times	Applicable Services
Response Time	2 hours within the Coverage Window	All goVoIP Business Plans

Restoration Time is the time taken from when **ClubTelco** receives a fault notification from the End Customer, to the time the service is restored.

Parameter	Location	Target Times	Applicable Services
Restoration Time	CBD/Metropolitan (inc Gold Coast); Regional (Site Visit not required)	16 hours within the Coverage Window	All goVoIP Business Plans
Restoration Time	Regional (Site Visit required)	48 hours within the Coverage Window	All goVoIP Business Plans

#### 4. Coverage Window

The Coverage Window is as follows:

Coverage Window	Business Hours (AEST)	Applicable Services
Business Hours (AEST)	8.30am to 5:30pm (AEST) Monday to Friday (public holidays in Queensland and NSW excepted)	All goVoIP Business Plans

If a fault notification is received by **ClubTelco**:

- 2 hours or less before expiry of the Coverage Window; or
- outside of the Coverage Window,

then the response and restoration times referred to above will be deemed not to commence until the start of the next following Coverage Window. If work to rectify any fault is not completed within the Coverage Window, then the target restoration times referred to above will be deemed to be suspended until the start of the next following Coverage Window.

#### 5. Fault Report Communications

In the event of a fault report, **ClubTelco** will communicate with the End Customer as follows:

Receive the Fault: by phone call from the End Customer to 1300 249 864. **ClubTelco** will provide a fault report reference number.

Status Advice: by phone call from **ClubTelco** to the End Customer at the telephone number provided by the End Customer to **ClubTelco** including an indication of the nature of the fault and estimated time to restore service within two working hours.

Close Off: **ClubTelco** will contact the End Customer upon restoring service to the End Customer and confirm that the service is operating satisfactorily or that the fault has been referred to the appropriate channel partner for resolution.

If the fault does not lie in the **ClubTelco** network (landline, broadband or VoIP networks), then the fault will be referred to the appropriate channel partner (systems integrator or value added reseller) for resolution at the customer's premises.

#### 6. Pro-active Outage Notifications

##### a. Major Outages

In the event that a network outage should occur with the potential to impact multiple End Customers, **ClubTelco** will use its reasonable commercial endeavours to communicate to End Customers via email. It is the End Customer's responsibility to ensure that **ClubTelco** has the correct and current list of End Customer's nominated contacts and their contact details at all times.

##### b. Planned Service Outages

**ClubTelco** will use its reasonable commercial endeavours to schedule planned maintenance between the hours of midnight to 6am (AEST) to minimise customer impact. **ClubTelco** will notify all affected End Customers via e-mail if planned maintenance is scheduled outside of these hours. The e-mail will include the details of the Planned Service Outage.

In circumstances where an emergency service interruption is required, **ClubTelco** reserves the right to undertake the service interruption without notice. In such cases **ClubTelco** will use its reasonable commercial endeavours to notify the End Customers prior to any service interruption.

**c. Service Availability**

Service Availability is defined as the percentage of time each service is available to the End Customer during each calendar month. The service availability is calculated in accordance with the following formula, where Unavailable Hours is the total number of hours that the service is totally unavailable due to any issues (apart from for planned service outages):

Service availability for period =	$\frac{\text{Total Hours for the period less Unavailable Hours}}{\text{Total Hours for the period}}$	X 100%
-----------------------------------	--	--------

The overall **ClubTelco** network service availability will be advised by **ClubTelco** to End Customers on a periodic basis.

<b>Applicable Services</b>	<b>Service Target Availability</b>
<b>ClubTelco</b> Business VoIP services	99.9%
<b>ClubTelco</b> ADSL / ADSL2+ Broadband services	99.9%
<b>ClubTelco</b> Broadband & Business VoIP services	99.8% (combined)

Note that Service Target Availability excludes non-availability of the landline that an ADSL / ADSL2+ broadband connection utilizes and any periods of planned service outage as described in Section 6 above and any outages which do not qualify for a rebate as described in Sections 7 and 10 of this Business Service Level Agreement.

**7. Fee Rebates due to Data Service Unavailability**

Where a fault is attributed to the **ClubTelco** network, and the service to the End Customer is unavailable for use within the Coverage Window for more than the hours stipulated in Section 4 (Target Restoration Time), then **ClubTelco** will provide the rebate described in this section to the End Customer. This rebate will be provided against the monthly access fee component of the End Customer’s next monthly invoice only and will not be applied against the usage component of that next monthly invoice.

Any Rebates to be provided will be subject to the following limitations:

- Only one rebate is payable in connection with any single event arising in relation to your **ClubTelco** Multiline VoIP Service;
- Only one rebate is payable in any one month period;
- The total rebates provided to the End Customer in any monthly invoice period will not exceed 50% of the monthly access fees in respect of that period.

Rebates will not be provided in the event of:

- Force Majeure; planned outages, maintenance and repairs, any suspension or termination of the service in accordance with the contract; anything we do which is reasonably required to protect the safety, security or integrity of the service, anything carried by the services, or any network in relation to the service;
- Your negligence, your acts or omissions, or breach of the contract (including acts and omissions by your officers, employees, agents, contractors and End Users);



- Your failure to provide access to your premises for **ClubTelco** or **ClubTelco's** channel partner to effect repair;
- Our inability to contact you to obtain more information where you fail to respond to our messages and/or request for that information.

To the extent permitted by law, the rebates in this Service Level Agreement are your sole remedy in connection with any failure to achieve the target service levels specified.

<b>Service Unavailability</b>	<b>Location</b>	<b>Monthly Access Fee Rebate</b>	<b>Applicable Services</b>
Up to 16 hours (i.e. within Coverage Window)	• CBD/Metropolitan/ Regional	0%	All goVoIP Business Plans
More than 16 hours but less than or equal to 24 hours after expiry of Coverage Window	• CBD/Metropolitan; • Regional (Site Visit not required)	15%	All goVoIP Business Plans
More than 24 hours but less than or equal to 36 hours after expiry of Coverage Window	Regional (Site Visit required)	15%	All goVoIP Business Plans
More than 24 hours after expiry of Coverage Window	• CBD/Metropolitan; • Regional (Site Visit not required)	30%	All goVoIP Business Plans
More than 36 hours after expiry of Coverage Window	Regional (Site Visit required)	30%	All goVoIP Business Plans

The Monthly Access fee rebate must be claimed by the End Customer by submitting to **ClubTelco** a written request for that rebate describing the grounds on which the End Customer believes that the rebate is due. The End Customer's application for a rebate must be received by **ClubTelco** within 14 days of the end of the month in which the service interruption occurred. Upon receipt of the End Customer's application for a rebate, **ClubTelco** will investigate the claim and provide the End Customer with its determination on whether or not the claim is valid. Any **ClubTelco** determination on a claim will be accompanied by availability calculations to substantiate **ClubTelco's** determination. If **ClubTelco** finds the rebate claim to be valid, the rebate will be provided in the form of a credit on the next monthly invoice to the End User.

## **8. Service Activation Lead Times**

Service Activation Lead Time is the number of working days, from the date that **ClubTelco** acknowledges that it accepts your Customer Service Application Form requesting the supply of the service to delivery of an activated service. Service Activation Lead Time is subject to confirmation of service being available in the requested location.

<b>Service Type</b>	<b>Target Service Activation Lead Time*</b>
New Service – goVoIP Business	5 working days
New Service – ADSL / ADSL2+ Broadband	7–20 working days
New Service - Landline	10 working days
Service relocation	7-20 working days
Speed change	1 working day

*\*Note: Service Activation Lead Time will be deemed to be suspended where the End Customer requests that installation be rescheduled and will recommence from the rescheduled installation date (or such other rescheduled installation date as may be requested by the End Customer from time to time).*

## **9. Service Activation Communications**

**ClubTelco** will communicate with the End Customer as follows throughout the process of service activation as follows:

### End Customer Service Application Form (Order)

The End Customer faxes the **ClubTelco** goVoIP Business Team on (07) 5553 6815

### Acknowledgement

Within 1 working day of receipt of a complete Order, **ClubTelco** contacts the Systems Integrator / Value Added Reseller with acknowledgement of the Order.

### Installation Co-ordination (if applicable)

**ClubTelco** (or our agent) will arrange an installation appointment with the End Customer.

### Installation Completion Advice

Within 1 day of service commissioning, **ClubTelco** (or our agent) will contact the End Customer to confirm that the service installation is complete.

### Rescheduling The Planned Completion Date

In the event of a requirement to re-schedule (either **ClubTelco** or customer initiated), then **ClubTelco** will establish a revised 'Planned Completion Date' and contact the End Customer at the earliest opportunity.

### Enquiries re Order Progress

Call the **ClubTelco** goVoIP Business Team on 1300 249 864 or e-mail **ClubTelco** at support@govoipbusiness.com.au for enquires about the order progress.

## **10. Access Fee Rebates Due To Service Activation Delays**

Where **ClubTelco** does not activate the service within the Service Activation Lead Time, and if it is our fault, then **ClubTelco** will provide an installation fee rebate to the End Customer. This rebate is a one off rebate and will be provided against the monthly access fee component of the End Customer's next monthly invoice only and will not be applied against the usage component of that next monthly invoice.

The installation fee rebate must be claimed by the End Customer by submitting a written request to **ClubTelco** describing the grounds on which the End Customer believes that the rebate is due. The End Customer's application for a rebate must be received by **ClubTelco** within 14 days of the end of the month in which the installation delay occurred. Upon receipt of the End Customer's application for the rebate, **ClubTelco** will investigate the claim and provide the End Customer with its determination on whether or not the claim is valid. Any response to a claim will be accompanied by documentation to substantiate **ClubTelco's** determination. If **ClubTelco** finds the rebate claim to be valid, the rebate will be provided in the form of a credit against the End Customer's monthly access fee in the next monthly invoice to the End User.

<b>Service Activation Delay*</b>	<b>Rebate % of installation fee</b>	<b>Applicable services</b>
From 1 to 7 days	0%	All goVoIP Business Plans
From 8 to 14 days	25%	All goVoIP Business Plans
From 15 to 21 days	50%	All goVoIP Business Plans
More than 22 days	100%	All goVoIP Business Plans

*\* Note: Service Activation delay time will be calculated from expiry of the Service Activation Lead Time.*

Any Rebates to be provided will be subject to the following limitations:

1. Only one rebate is payable in relation to your **ClubTelco** Multiline VoIP Service each month;
2. The total rebates provided to the End Customer in any monthly invoice period will not exceed 50% of the monthly access fees in respect of that period.

Rebates will not be provided in the event of:

1. Force Majeure; planned outages, maintenance and repairs, any suspension or termination of the service in accordance with the contract; anything we do which is reasonably required to protect the safety, security or integrity of the service, anything carried by the services, or any network in relation to the service;
  2. Your negligence, your acts or omissions, or breach of the contract (including acts and omissions by your officers, employees, agents, contractors and End Users);
  3. Your failure to provide access to your premises for **ClubTelco** to effect installation;
  4. Our inability to contact you to obtain more information where you fail to respond to our messages and requests for that information; and
  5. Installation under a promotional campaign involving free installation (service activation).
- To the extent permitted by law, the rebates in this Service Level Agreement are your sole remedy in connection with any failure to achieve the service levels specified.