NEHOS COMMUNICATIONS VOICE SERVICE TERMS

1. GENERAL

1.1. Only authorised contacts can order, change or remove services from your account. Nehos will not accept any changes, cancels or adds to an account (for security purposes) except via the Nehos customer panel or from an email address listed within the Accounts Contacts section of the customer panel.

1.2. We provide access to Emergency 000 services free of charge. However we are under no liability whatsoever if You are unable to access Emergency services from the service at anytime.

1.3. If payment of any Charges is overdue for 14 days or more Nehos may suspend provision of the Service on 24 hours notice to the Customer. Nehos reserves the right to charge the Customer a fee for reconnection of the service.

1.4. You must notify Us (before We connect the Service) whether Your End User receives any priority assistance service, medical alert service, alarm service or any other service with similar service levels.

1.5. Any initial setup fee is non-refundable.

1.6. You will not use, or allow the use of the Services:
   (i) to infringe another person's rights;
   (ii) in a manner that may expose Us to liability;
   (iii) in any way that may damage any Equipment, or interfere with or interrupt the Service or any other telecommunications network, equipment, facilities or cabling controlled or utilised by Us, or any other supplier of telecommunications services;
   (iv) in any way that may damage any property or injure or kill any person;
   (v) to transmit, publish or communicate any defamatory, offensive, abusive, indecent or menacing material;
   (vi) to make any hoax call(s), including calls to an emergency service;
   (vii) to violate or infringe any duty or obligation owed to any person under law; and
   (viii) to commit, or in relation to the commission of, an offence under any law of the Commonwealth or any of the States or Territories.

2. FAULT REPORTING

2.1. Nehos will provide a fault reporting service between 9:00 am and 5:00 pm Monday to Friday Eastern Standard Time.

2.2. To report a fault please log into your customer account panel and proceed to the Support tab and log a fault under the appropriate section.

2.3. You agree to provide all necessary assistance to enable Us to locate and repair a reported fault but we will not be liable for any expenses incurred by the customer to find or rectify a fault unless by prior written agreement.

2.4. When requesting support for a voice fault please check that your own equipment is not at fault before proceeding with support. An incorrect call out charge may apply if it has been determined that no fault is found or the fault occurred within the customers own equipment. Rates are charged as per the "Nehos Support Agreement".

2.5. We are responsible for correcting faults that are present in Our Network and equipment, but not for:
   (i) any fault which is caused by Your equipment, Your internet service provider or the Premises, but will, where possible, advise You of that fault and its probable cause and location; or
   (ii) any fault which is within a Supplier Network of an interconnected Supplier, although We will notify that Supplier of the fault and request that it be corrected promptly.

2.6. Nehos provides support and diagnostics of customer premises equipment and network (outside of our Network and Equipment) as the Nehos Support Agreement.

2.7. After Hours Urgent Support
   (i) This service is available outside normal operating hours and is strictly for critical service effecting issues. This service is only to be used for Nehos voice / broadband network faults ONLY and not for issues with your own equipment or local network. Non critical issues e.g a individual destination failure or suspected performance issues can be reported at anytime but will be responded to within normal working hours.
   (ii) Messages left for the urgent support team must include your customer account code, the authorised contact name, contact email and a detailed description of the fault, as well as any information that you believe would help us identify and resolve the fault. We will not respond to requests for assistance unless sufficient information is provided to help us identify the fault should also be submitted as email request to support@nehos.net
   (iii) We reserve the right to charge as per the Nehos Support Agreement to customers using the After hours Urgent Support system for any non urgent support issues as defined above or if the fault was with your own equipment or local network.

3. BILLING

3.1. All services are billed 1 month in advance. Services ordered before your next monthly billing anniversary date will be pro-rata.

3.2. All call detail records, including date, destination number and timing where applicable, will be recorded.

3.3. Unless otherwise stated all call durations are rounded up to the nearest whole second. Call charges are calculated for each call are rounded up to the nearest whole cent.

3.4. You agree that the records of call details are conclusive evidence of Your use of the Services and Your liability to pay the Call and Service charges to Us, unless it can be shown that the records are incorrect. You are responsible for all usage on Your account and all the relevant costs relating the provision of services to You;

3.5. We will endeavour to include all charges for calls made using the Services within 6 months of such use. However, You acknowledge that where this is not possible, We may include the charges in any subsequent invoice, and such delay will not affect the validity of the charges contained in the bill.
   (i) Service disconnects (except where Nehos must be notified of a local number port), We will refund the overpayment after Your request and after deduction of any other amounts due by You to Us or any related entity.
   (ii) To protect against fraud, We randomly monitor for unusually high usage levels & If detected on Your account, We may at Our discretion issue You with a high usage alert at any point in time. We may then suspend or restrict the Service (or any part of the Service) and issue an interim invoice & The Service will be restored once the invoice has been paid.
   (iii) You may view your 'Real time calls' (un-invoiced call charges) or access Your account at any time by visiting Our website at www.nehos.net.

3.6. We may at our sole discretion:
   (i) impose a credit limit on Your account;
   (ii) vary the credit limit at anytime without notice to you;
   (iii) impose a restriction on ordering new services;
   (iv) require payment of a security deposit;
   (v) apply the security deposit, if collected under this clause, to meet any any cost, loss or liability incurred as a result of Your failure to comply with these terms or to pay any amount payable by You.

4. REQUIRED EQUIPMENT

4.1. It is Your responsibility to install, configure and connect the Required Equipment even if You purchased it from Us.

4.2. The Customer must provide and maintain the appropriate equipment and network connection to Nehos network. It is the customers responsibility to check with Nehos before ordering any services that your current equipment and or network that will be used to connect to the Nehos network is recommended and compatible.

4.3. The Customer is responsible for payment of any costs associated with the data communications line (telephone line or similar link) used for Connection to Nehos network.

4.4. You must, upon becoming aware of an occurrence described in this clause, immediately disconnect or deactivate (or procure the immediate disconnection or deactivation of): any networks, systems, equipment or facilities owned or operated by You or any End Users that are:
   (i) damaging, interfering with, or degrading or deteriorating the operation or performance of the Nehos Network or the supply of products or services to Us or any other customer of Our suppliers; or
   (ii) incompatible with the Nehos Network or in order for Us to comply with the terms of supply by a third party; and
   (iii) any connections referred to in this clause that are not made and maintained in accordance with the Service Agreement and all applicable laws.

4.5. You must ensure that any equipment used by You or any End Users in connection with the Service or the Nehos Network has all necessary regulatory approvals, the uses to which such Equipment is put are not prohibited by any Regulator and comply with the Service Agreement and all applicable laws, and is maintained in good repair and working condition.

4.6. You consent to Nehos and Our suppliers (and our respective Personnel) entering any premises owned, controlled or occupied by You, any of Your Related Bodies Corporate or any End User at which the Service will be provided, and doing anything that is necessary at that premises in connection with:
   (i) the installation and supply of the Service;
   (ii) the delivery, installation, connection, inspection, modification, replacement, maintenance, repair, servicing, disconnection or removal of any Nehos Equipment.

5. SECURITY

5.1. All Voice services have a number of security mechanisms to prevent or minimise the customer exposure to unauthorised use of their account. It is the customers responsibility to use the tools provided to "lock down" their account.

5.2. These tools include.

(i) Account credit limits are employed (set by Nehos) based on an assessment of credit risk. If you wish to reduce or increase this amount please contact us via email at accounts@nehos.net.

(ii) International daily call limits are enforced on each account. The default is $10 per day and can be changed by the customer in the customer panel.

(iii) International calls should be limited to a set destination list from within the customer panel based on international destinations you normally dial. Most toll fraud breaches happen to international destinations not normally called.

(iv) Every SIP account has tools to lock calls to a single IP address.

(v) All SIP account passwords should be a minimum of 6 chars and least 1 number and upper case letter and not be based on a dictionary word.

(vi) The customer panel employs industry standard SSL encryption. All correspondence, account changes should be done in the customer panel to encrypt communications over the internet.

5.3. It is the responsibility of each customer IT consultant to secure their system as they would secure their internet connection and local area network from outside intruders". This also extends to use of your SIP accounts outside or inside of your network.

5.4. The customer is liable for all unauthorised call charges on their account.

5.5. Nehos will at the Customer's request endeavour to implement access restrictions to the Customer's network via the Connection and in accordance with any Customer's specifications approved by Nehos.

5.6. The Customer acknowledges that to the extent permitted by law Nehos does not make any representations or warranties concerning the fitness for purpose or effectiveness of any access restrictions or Nehos's network security or the Customer's network security.

5.7. The Customer acknowledges that Nehos's network is not a secure and confidential method of communication and shall transmit data on Nehos's network at its own risk.

5.8. It is the customers responsibility for implementing, maintaining the security of their account, usernames and passwords, equipment and network.

5.9. Without being in any way liable, Nehos shall endeavour to ensure that all data transmitted on Nehos's network is transmitted to the person to whom it is addressed.

6. QoS Requirements

6.1. You acknowledge that a Voice service requires a properly installed and configured router that provides QoS (traffic prioritisation and policing) solution, a NAT/Firewall that can handle SIP/RTP traffic and a reliable high quality internet service to ensure that a high quality and reliable experience. Please note that QoS can only be successfully implemented if the solution is implemented not just by the customer but the internet service provider as well. QoS prioritises important traffic such as voice (SIP/RTP) is not compromised by less important traffic.

6.2. Nehos highly recommend the Nehos Broadband Managed routing solution in order to be able to correctly control the flow of traffic over your LAN and WAN network. Without properly controlling traffic between Nehos and your site less important traffic on your LAN and over the WAN can interfere with more important traffic such as voice.

6.3. If you choose to use a 3rd party router and/or ISP, it may increase the likelihood of technical issues, delays in providing support and general complexity of configuring and maintaining your service due to local factors beyond our control.

6.4. If you would like to know more information please see our wiki - wiki.nehos.net/?p=517

7. Issue of In-Dial Number/s or DID Number/s

7.1. Number reservation or reactivation fee of $100 per batch of numbers.

8. Integrated Public Number Database

8.1. You acknowledge that We are obliged by law to supply specified Customer Information with respect to any person who is allocated a In-Dial Number for the purposes of the Integrated Public Number Database (IPND).

8.2. The information held in this database may only be provided for an approved purpose to approved organisations such as directory information organisations or the assistance of emergency service or law enforcement organisations.

8.3. If You require that Your Customer Information that appears on that database be altered, You must request such alteration via your customer panel.

8.4. You must provide a valid physical address (PO Box not acceptable) on each In-Dial Number or DID Number that is created.

9. Fax Services

9.1. If a fax service is added to a single DID Number that number becomes a "Fax to E-Mail Service" number charged at the DID Number rate as listed in the Pricing Schedule listed on our website.

9.2. Single DID Number from a 100 number range can be converted to be used with our "Fax to E-Mail Service" but will be charged as a single DID Number.

9.3. A Fax service is an analogue product that relies on a high quality broadband service to deliver the fax such as direct fibre with QoS applied. As such a fax service comes with no guarantee's of reliability. Failures in Fax transmission or reception will not be classified as a technical fault or an issue with the service.

10. Local number portability - porting in.

10.1. Category A Port is defined as a copper based PSTN line with a single number with no hunt groups, fax duet or any special services associated with it. Category A Port costs are a once of fee of $45 inc GST per number. Local Number Ports ordered as a Category A port that are rejected from the loosing carrier for the wrong category classification will be rejected.

10.2. Category C Port is a Complex port normally associated with an ISDN service or a copper based PSTN line with hunt groups or fax duet or any special services attached to it. Category C Port are $380 inc GST

10.3. LNP Batch Reject : Applications for Local Number Porting that are rejected for whatever reason will incur a rejection fee of $20.00 per number or batch of numbers.

10.4. Category A Emergency returns / reversal fee / reschedule fee is $100.00 inc GST per number. Category C Emergency returns / reversal fee / reschedule fee is is $660.00 inc GST

10.5. Late Re target Notification: A Port Re-Schedule where Nehos receives the rescheduling request from the customer within 5 business days of the scheduled cut over = $250 inc GST.

10.6. Please note that the loosing carrier in a Local Number Port may charge a "Port out fee". You should contact the loosing carrier be made aware of these fees before commencing a Local Number Port request with Nehos Communications. Nehos will not be held liable for the loosing carrier fee's or charges.

10.7. Ports scheduled outside 9am to 3pm EST Monday to Friday time period will incur an additional charge.

10.8. Ported numbers will be charged as per Direct-Inward-Dial (DID) Numbers monthly rate as specified on website - www.nehos.net/did-number.html.

10.9. We are not obliged to procure for and/or provide to You any particular number allocated or assigned to You by another Carrier or Carriage Service Provider.

10.10. We will not be liable to You for any loss or damage incurred or sustained by You if such number is not, or is no longer available.

10.11. Price for DID's www.nehos.net/voice/did-number.php

11. Local number portability - porting out.

11.1. If you decide to "Port Out" a number(s) from your Nehos account a fee of $126.50 inc GST per number or batch of number/s. Porting out from Nehos must be initiated from the gaining carrier. Nehos will not be held liable for gaining carrier fee's or charges.

11.2. We will not be liable to You for any loss or damage incurred or sustained by You if such number is not, or is no longer available.

11.3. Please refer to 14.2 of the Nehos Communications Terms & Conditions of Trade informing Nehos of any number being "Ported Out" with 7 days of the port.

12. 13/1300/1800 Services

12.1. The minimum contract period for all Inbound 13/1300/1800 services is 12 months unless specified on the Order Form.

12.2. The plans offered permits customers with either a VoIP enabled PBX or device to connect to Nehos via private Ethernet or public internet and have telephony traffic carried via IP. (Utilising Session Initiation Protocol – SIP). The Pricing provided for these services is based on connecting solely by this method.

12.3. If Nehos provided 13/1300/1800 numbers are required to terminate on external fixed or mobile numbers then although this is supported additional call costs will apply. In this unusual scenario the inbound call cost is as advertised and the outbound portion of the call (to the external number) will be as the call plan selected.

12.4. Price for 13/1300/1800 services are as listed www.nehos.net/voice/13-1300-1800-numbers.php