

VoIP Services

This appendix applies if the Customer Order provides for the provision of Voice over Internet Protocol (VoIP) Services, or any telephony voice services delivered over the internet protocol (“VoIP Connect Services”), to the extent permitted by law.

(a) VoIP Connect Services

- a) The customer acknowledges that any VoIP Connect Services may rely upon the operation of third party networks operated by third party carriers and third party services provided by other carriage service providers.
- b) The Customer further acknowledges that NewSat is unable to guarantee the operation of or the use of any VoIP Connect Services through third party networks or third party carriers or carriage service providers. Any failure of any VoIP Connect Services caused by a third party network or third party service is beyond the control of NewSat, and NewSat will not be responsible or liable to the Customer for any such failures.
- c) The Customer acknowledges and agrees that NewSat does not warrant, and has not represented, that any VoIP Connect Services are or will be free of errors, defects or interruptions, or that any VoIP Connect Services will be available at all times.
- d) The Customer agrees to requirements of mandated initiatives as they arise during the Term, which include but are not limited to the Caller Line Identification (CLI) and the Integrated Public Number Database established under the *Telecommunications Act 1997*. The Customer must comply, and use reasonable endeavours to ensure that any third parties using any VoIP Connect Services comply with applicable privacy and other guidelines as well as industry codes of practice on the use and capture of CLI and use of the Integrated Public Number Database.
- e) The Customer acknowledges that NewSat may be required to supply certain Customer information to regulators for prescribed purposes including but not limited to any telephone number allocated, Customer’s name and address, location of the VoIP Connect Services being provided and the purpose of use.

(b) Telephone Numbers

- a) The Customer acknowledges and agrees that any VoIP Connect Services are subject to changing government and industry regulation, and that NewSat may be required to amend the VoIP Connect Services, including any telephone numbers provided, from time to time to confirm to such changes. NewSat will not be liable to the Customer for implementing any such changes.
- b) The Customer agrees that the selection and use of telephone numbers and other features, including emergency number features, are regulated by statute and industry bodies and the Customer agrees to comply with all government and regulator requirements that affect the VoIP Connect Services.

(c) VoIP Connect Services Call Charges and Credit Limits

- a) The details of each call (including timing where applicable) made using VoIP Connect Services will be recorded and reported to the Customer.
- b) This data will be conclusive evidence of the Customer’s liability to pay call Fees to NewSat for use of VoIP Connect Services, unless it can be shown that these records are incorrect.
- c) The Fees for calls are as described on the NewSat website (www.newsat.com).
- d) NewSat may amend the fees for calls to VoIP Connect Services during the term by posting the revised Fees on NewSat’s website (www.newsat.com).
- e) The use of VoIP Connect Services may be capped by an initial credit limit (if any) as specified in the Customer Order. Customer may apply for a change to this limit at anytime. Any change to the credit limit may be made at NewSat’s absolute discretion.
- f) The Customer acknowledges that outbound calls will not be allowed while the credit limit referred to in paragraph (6) (if any) is exceeded.
- g) The Customer is responsible for managing the credit level of the use of the VoIP Connect Services.

(d) VoIP Connect Access to Emergency Services and Priority Services, Service limitation and Security of Account

- a) The Customer acknowledges and agrees that the VoIP Connect Service is not a full replacement or substitute for a standard telephone service as the VoIP Connect Service relies on a supply of electricity to connect to NewSat’s network and as a result the VoIP Connect Service may not enable

the customer to connect to emergency services if the supply of electricity fails, a fault with the Internet service connecting to the VoIP Connect Service occurs, or the Internet connection is otherwise not active or available.

- b) The VoIP Connect Service should not be used, as a first choice, to make an emergency call.
- c) To the extent permitted by law, NewSat is not liable to the Customer or to any third party if the Customer or any third party is not able to access emergency services from the VoIP Connect Service at any time.
- d) The Customer must notify NewSat from time to time to ensure that NewSat's records of the location of the VoIP Connect Service are up-to-date as calls to emergency services rely on this information and unless otherwise indicated the service should not be used as a portable phone solution. The Customer may need to give personal information to emergency services (including full address and telephone details) each time a call is made to emergency services. NewSat does not provide priority services over the VoIP Connect Service to special needs customers.
- e) Certain calls are not available through the VoIP Connect Services including but not limited to 19xx, 019xx and 11xx prefixed phone services.
- f) The Customer is responsible for the security of the Customer's account from the VoIP Connect Service. The Customer will be held liable for any unauthorised use of the account if the Customer discloses in any way the account details to another party.