

mca - terms & conditions

Motion Telecom Pty Ltd ABN 34 002 600 876

Standard Agreement for the Supply of Motion Telecom Corporate Advantage Services

We thank you for becoming a Customer with Motion Telecom
and taking the time to read this Agreement

Motion Telecom Corporate Advantage ('MCA')

MCA is delivered to You via the PowerTel network and hence is subject to specific terms and conditions that need to be incorporated into Our Agreement with You.

Through this service We can deliver to You a standard business line telephone service and business grade Broadband Internet service. These services can be obtained independently or in a bundled package.

1.0 Requirements

You will require the following to be eligible for the Service;

1.1 Your business must maintain a minimum of 4 phone lines at the premises at all times, whether or not You choose to utilise all 4 lines is at Your discretion.

1.2 While your services are migrated from your current telecommunications provider to Motion Telecom's network, you will be charged your provider's standard Line rentals, and call rates. The turn around time for migration is between 30 to 120 working days. You may wish to be charged by Us during this period and hence will be billed according to Our standard terms and one of our published pricing options.

1.3 All business telephone lines and numbers must be migrated to Motion Telecom's network to be eligible for the voice and data bundle package, and the business must connect a minimum of 4 PSTN lines to qualify.

2.0 Term

2.1 A 24 month contract applies to the business telephone lines and associated phone calls. If the customer decides to leave and of the services provided by Motion Telecom, then the customer must pay for all associated costs of the move. If the services are still in contract a termination fee will apply.

This fee shall be equal to the total of the remaining monthly recurring fees for the Service, including any minimum call charges (if any), that would have been applicable for each whole month of part thereof from the date of termination till the end of the term.

2.2 In relation to ISDN, you acknowledge and agree that:

If you apply to port geographic service numbers from an Other Supplier's service to an ISDN service (a process commonly referred to as local number portability), Motion Telecom does not warrant or guarantee the feasibility or success of such a port or that numbers successfully ported to Us are capable of being ported to any Other Supplier.

3.0 Provisioning the service

3.1 You authorise us to act as the Customer Authority (CA) to enable us to purchase Unbundled Local Loop (ULL) or multiples of such and to disclose such authority to Other Carriers in response to a request; and You acknowledge that each service will be subject to an SHDSL service qualification process and hence post application form signature Motion Telecom reserves the right to non delivery if service qualification process shows possibility of failure on delivery; and

3.2 You acknowledge that equipment to be connected must be ACA approved for PSTN connection.

3.3 You acknowledge that the following operating conditions are not supported by PowerTel Business Line and may affect PowerTel Business Line service levels;

- (i) Ring detection in Customer Equipment where the total Ringer Equivalence Number (REN) on a line is greater than 2.5.
- (ii) End to end signalling via line conductors, Cailho or phantom circuits.
- (iii) Data modems and facsimile Customer Equipment working at data signalling rates greater than 2400 bits.
- (iv) Data modems and facsimile Customer Equipment not conforming to ITU-T Recommendations V.17, V.29, V.34 or V.90.
- (v) Two (2) or more telephones or equivalent apparatus in the off hook condition at the same time.

4.0 Installation Of Equipment

4.1 You must assist us to ensure that Equipment necessary for you to receive voice Services and access the Motion Telecom network is installed and programmed so that calls to destinations nominated by us from time to time are, so far as possible, carried by Our network.

4.2 You authorise us or will ensure authorisation for us or our agents to disconnect, install or make amendments to any autodiallers, keysystems or PABX programming at Your Premises or the premises of your end user in order for us to provide the voice Services.

5.0 General

5.1 You agree that by providing authority for the service to be connected does not guarantee the supply of Motion Telecom's Corporate Advantage Services until full network qualification is complete. This can take up to 5 working days.

5.2 You understand that Caller Line Identification (incoming and outgoing caller ID) will be available for outgoing calls only on Business Line Direct. Inbound CLI will cease to function.

5.3 You understand the turn around time for migration is between 30 and 120 working days.

5.4 You agree and acknowledge that Motion Telecom is supplying the Data/Internet Connection to the premises only and is not obliged to setup the internal network beyond the supplied Modem / Router. Your own network engineer may be required to setup Your new internet connection to Your internal computer network, this may also require additional hardware, at Your cost.

5.5 Any costs associated with the move away from Motion Telecom to another carrier are Your sole responsibility and may include, but not restricted to, connection fees charged by the new carrier and PABX programming.

5.6 If you relocate to an area that we cannot supply this service to, this is considered breaking the contract and payout charges will apply.

5.7 You understand that the Internet Connection service does not include email addresses, web hosting, domain registration, spam filtering or any other "enhanced" service.