

Service Terms and Conditions (Voice)

1. Introduction

- 1.1. These Service Terms and Conditions are specific to Voice Services and shall be read together with the Service Schedule Terms and Conditions, all of which form part of the applicable Service Schedule under the MSA.
- 1.2. Echo provides Voice Services through its partnerships with leading third-party suppliers, offering comprehensive communication solutions that integrate fixed-line and mobile voice, video, and chat functionalities. These services are designed to enhance business communication by providing scalable, cost-effective, and high-quality voice solutions that support seamless telephony across various devices and locations. By leveraging advanced technologies, Echo's Voice Services enable businesses to streamline operations, improve collaboration, and ensure reliable communication channels for their teams.

2. Definitions

In these Service Terms and Conditions, the following terms relating to the Voice Services shall bear the following meanings: -

- 2.1. **"Customer System"** means any computer system used by Customer or an authorised User for the purposes of accessing and using the Voice Services, comprising the hardware, network connections, database management system software, application software and operating system software, including the connectivity and the equipment (where same is not provided by Echo);
- 2.2. **"Excluded Faults"** means a defect in the Voice Services or licensed technology caused by any of the following: (a) the underlying connectivity or any equipment or software not provided by Echo; (b) accident, misuse, operator error, negligence or abuse; (c) a modification, adjustment or alteration of the Voice Equipment or software provided by Echo's vendors by persons other than Echo or its vendors' employees or a duly appointed contractors; (d) the failure by Customer to promptly implement any upgrade or any recommendation in respect of or as solution to faults advised by Echo or its vendors; (e) any breach by Customer of any of its obligations hereunder or under the Agreement; and/or (f) circumstances or events beyond echo's reasonable control;
- 2.3. **"Licensed Technology"** means any equipment, or software and operating or reference manuals made available by Echo and/or its vendors pursuant to discharging its obligations under this Service Schedule; and
- 2.4. **"Voice Equipment"** means Handsets, routing devices and other hardware provided by Echo's vendors for the purposes of making available the Voice Services to Customer, including the software implemented thereon.

3. License and Access to Voice Services

- 3.1. With effect from the Activation Date, and for the duration of the Voice Service, Echo grants to Customer a non-exclusive, non-transferable license to permit the use of the licensed Voice Services hereunder.
- 3.2. Customer must only permit specific authorised Users access to the handsets and/or Licensed Technologies provided by Echo in making the Voice Services available to Customer. Customer shall ensure that access to the Voice Services/Licensed Technologies are controlled by way of suitable access controls and shall ensure that only handsets provided by Echo are used in conjunction with the systems provided by Echo.
- 3.3. Customer is responsible for cancelling any existing services with their existing service provider.
- 3.4. Customer shall not, and shall not permit, whether directly or indirectly, any third party, to modify, adapt, translate, reproduce, distribute, use, rent, lease, share, sell, assign, sub-license or otherwise transfer any part of the Licensed Technology, remove, alter or conceal any proprietary notices or labels on the Licensed Technology; or reverse assemble, decompile or reverse engineer any Licensed Technologies and/or software provided, or made available, by Echo hereunder, whether in whole or in part, or otherwise attempt to derive the source code of any of Echo or its vendor's software.
- 3.5. Customer shall be responsible to ensure that the integrity of the Licensed Technology as provided to Customer is preserved and will procure that all reasonable precautions and security measures are implemented to prevent any unauthorised access, use or alteration of the Licensed Technology. Without limiting the generality of the aforesaid, Customer shall (a) not allow anyone other than authorised Users to access to, or use of, the Licensed Technology or Voice Services/Products; (b) provide adequate redundancy, backup and disaster recovery measures for the Licensed Technology as implemented for it as well as for all related data; and (c) comply with the security requirements and processes as communicated by Echo's vendors.

4. Support Services

Any support services provided by Echo hereunder will only include services in respect of a failure by the Voice Services and shall not include Excluded Faults. Echo may, upon the request of Customer, provide support in respect of any problem that is not a failure by the Voice Services, but shall be entitled to charge a professional service fee in respect of such support.

5. Customer System

- 5.1. Customer shall, at its own expense, procure, install at the relevant Customer site where the Services are to be rendered, and maintain all components of the Customer Systems which are required to receive the Voice Services. Customer may request Echo to assist in the installation of such components and if Echo agrees, Echo will be entitled to charge professional service fees for providing such assistance.
- 5.2. Customer shall be responsible for the maintenance of all components of the Customer Systems that are not provided by Echo (or its vendors) and for providing a suitable operating environment for such Customer Systems and the Echo Voice Services.

6. Installation and Site Readiness

- 6.1. Installation of IP phones other than supported phones provided by Echo and/or its vendor may incur additional installation costs.
- 6.2. Unless CPE devices are provisioned as a service and configured by Echo, CPE devices do not provide DHCP to the customer's LAN.
- 6.3. Any device, on a Gigabit network, that is "daisy-chained" to a handset that is not Gigabit enabled will not receive optimal network speeds.
- 6.4. Customer will ensure that each Customer site is ready for occupation and Customer System will be compliant with Echo/its vendor's minimum specifications and installed and fully operational at each Customer site prior to the Activation Date of the Voice Services. Customer will be responsible for all reasonable wasted costs incurred by Echo due to any delays incurred due to Customer failing to comply with this provision, including, without limitation, the reasonable costs of accommodation, subsistence, travel, costs of sub-contractors and costs of time wasted in abortive site visits.
- 6.5. Licenses activated on or before the 15th of any given month may be billed for the full month. Licenses activated after the 15th of any given month will be billed pro-rata.

- 6.6. Services are subject to an on-site survey, which may result in a variation of the pricing and scope of the Services.
- 6.7. Echo may require a 50% deposit prior to delivering certain equipment and/or conducting installations.
- 6.8. Echo may require advance payment of pre-paid minutes to be invoiced in accordance with the Agreement (post-paid minutes are payable in arrears in accordance with the Agreement.)
- 6.9. Customer shall be responsible for procuring any requisite landlord and site access approvals required for the installation of the Services/equipment. Additional installation charges may be applicable where non-standard time and materials are required for installation.
- 6.10. Additional costs may occur if an unforeseen element arises during the installation, and while Echo will endeavour to avoid these unfortunate circumstances, it reserves the right to adjust the pricing as may be necessitated.
- 6.11. Echo may in certain instances, provide the customer with a LAN checklist, which needs to be adhered to before it can perform an installation. Customer is fully responsible for their Local Area Network (LAN) onsite.
- 6.12. Echo (or its vendor) will be responsible for testing the Voice Services as implemented to ensure that same is operational and Customer will notify Echo of any faults with the Voice Services that it detects during such testing.

7. Handset Replacements (Telviva)

- 7.1. In relation to Telviva Voice Services, all replacement parts (except consumable parts) and replacement handsets in respect of purchased handsets that are under warranty are inclusive of the fees (save for replacement parts and replacement handsets necessitated by any Excluded Fault.) However, all replacement parts and replacement handsets provided to Customer in respect of purchased handsets after the expiry of the any applicable warranty period will be chargeable at the standard prevailing price. All replacement parts and replacement handsets necessitated by any Excluded Fault are chargeable at the standard prevailing price.
- 7.2. Call-Out fees may apply where handsets require replacement or repairs which are not covered under the principal vendor's warranty.

8. Updates to Licensed Technology

Echo's vendors may from time-to-time release upgrades, updates, or error corrections for the Licensed Technology. Customer will enable Echo or its vendor to install such updates/upgrades on the Customer Systems remotely and shall provide Echo or its vendor reasonable access/assistance to conduct such remote update/upgrade. Customer will install all updates/upgrades that cannot be installed by Echo or its vendor within 1 (one) month of the date of being notified in writing of the release. If an update/upgrade is not implemented within the specified period, then, until such time as the relevant update/upgrade is installed, Echo or its vendor may withhold support Services in respect of the relevant Licensed Technology.

9. Call recording (Telviva)

- 9.1. Call recording is an optional service that can be set to store recordings for up to 365 days which will be subject to the standard call recording and storage that may be applied by Echo.
- 9.2. Call recording storage is billed per minute for the number of minutes calculated as stored on the 1st of each month.
- 9.3. Standard call recording is not sold as a financial services-compliant solution.
- 9.4. A bulk download of recordings will attract additional costs, dependent on volume and required resources, which will be quoted upon request.

10. Vendor End-User Usage Terms

- 10.1. Services are subject to the vendor specific service terms and conditions, including fair usage and acceptable usage policies as may apply from time-to-time, which shall include, without limitation, the following: -
 - 10.1.1. in relation to Telviva Voice Services - <https://telviva.co.za/legal/>; and
 - 10.1.2. in relation to Saicom Voice Services, kindly refer to the following links <https://saicom.io/terms-and-conditions/> and <https://saicom.io/acceptable-use-policy/>.
- 10.2. Where Echo has supplied third-party software to the Customer, the Customer agrees to be bound by the end-user license agreement(s) ("EULA") attaching to such software. The Customer acknowledges that it is its own responsibility to fully acquaint itself with such EULA. The Customer acknowledges and accepts the warranties and limitations of liability contained in the EULA.

11. Publications and Unauthorised Content

- 11.1. Customer shall be solely responsible for the following: (a) content of information and communications transmitted using the Voice Service(s); and (b) use and publication of communications and/or information using the Services. Customer acknowledges and agrees that Echo is only an intermediary for the transmission of Customer and third-party information, that Provider plays a passive role as a conduit of information for Customer and third parties, and that Provider neither initiates the transmission of information, selects the receivers of the transmission, nor selects nor modifies the information contained in the transmission.
- 11.2. The Customer acknowledges that the logical and physical security measures in relation to the services are the sole responsibility of the Customer. The Customer agrees that Echo will not be held liable for any losses arising out of security breaches of Customer services. Without limiting the generality of aforesaid, the Customer is aware that PBX's and SIP accounts are known targets for malicious access and abuse. The Customer must take all reasonable precautions to protect against unauthorised access to the Voice Service(s). Echo will not be held liable for any losses arising out of fraudulent or unauthorised calls made via the voice service.
- 11.3. By default, certain international destinations are blocked due to high calling charges and known fraudulent destinations. Should Customer need to make calls to these blocked destinations, a written request (on company letterhead if a business account or letter if consumer account) needs to be sent to Echo.

12. Customer Acknowledgments and Indemnities

- 12.1. Customer acknowledges and undertakes that: -
 - 12.1.1. Customer is responsible for all telephony traffic that comes from its own IP addresses, regardless of whether the Customer has sent such traffic, or whether the Customer's System has been compromised, penetrated, abused or hacked;
 - 12.1.2. Customer shall keep its systems secure and its passwords sufficiently complex to prevent hacking;

- 12.1.3. the hacking of phone systems is a major problem and that third parties are continually attempting to hack into PBX and phone systems to transmit fraudulent traffic, Customer shall take all reasonable measures to protect its systems from such hacking and abuse and shall be solely liable for any traffic which emanates from its phone system and IP address;
- 12.1.4. it shall indemnify Echo and its vendors for, and hold Echo and its vendors harmless, against any losses, costs, damages and claims which may arise due to any misuse, hacking or misuse of the Customer's phone system and/or the Voice Services;
- 12.1.5. if requested by Customer, Echo or its vendor may block certain number/country codes on the telephone systems. However, Echo shall not assume any liability if such restrictions fail to prevent any hacking attempts;
- 12.1.6. Voice Service quality and coverage shall be limited to that provided by the cellular network providers and the Services may, from time to time, be adversely affected by factors beyond Echo's control including, without limitation, physical features such as buildings and underpasses as well as atmospheric conditions, network congestion, network quality and other causes of interference;
- 12.1.7. if Customer utilises non dedicated/best effort connectivity for voice and data requirements (including, without limitation, ADSL, LTE, broadband, VSAT,) it may experience poor Service quality and unavailability of Services. As Echo has no control over the quality and availability of the said services, Echo may not be responsible for any issues experienced with the Voice Services as a result thereof. However, Echo will use reasonable endeavours to troubleshoot and resolve issues insofar as is reasonably practicable;
- 12.1.8. Echo shall not be responsible for poor Voice Service quality which arises from the applications utilised for the Voice Services, including, the UC-One application;
- 12.1.9. save for any manufacture warranties which may apply to any equipment rented or sold to Customer, Echo gives no warranties, representations, guarantees or undertakings express or implied, concerning the equipment and/or the Voice Services;
- 12.1.10. all traffic running through the Customer's SIP trunk must be originated locally in South Africa and be presented with a local CU on termination to the various South African fixed and mobile operators. Should any calls originate outside South Africa with an international CU these calls will be charged at a premium rate as may be applied by Echo at the time;
- 12.1.11. where Echo allocates a geographic number range/s to a Voice Service, the Customer shall use the number/s allocated in the geographic area to which it/they is/are allocated and may not be transferred between geographical regions as defined in the Numbering Regulations from time to time;
- 12.1.12. should Echo deem it reasonably necessary for any reason whatsoever to alter the telephone number or any other code or number which has been allocated to the Customer for the equipment, it shall be entitled to do so on 30 days' written notice to the customer;
- 12.1.13. Echo assumes no liability for any losses incurred due to the Customer's publishing of its numbers;
- 12.1.14. should any of Echo's interconnect partners reclassify any calls having originated from Customer's site to be of a type of call that is not subject to a regulated interconnect tariff, and consequently re-rates such calls because of such reclassification, then Echo shall be entitled to proportionately increase the charges applicable to such rerated calls;
- 12.1.15. data usage charges associated with the use of handsets will be for the Customer's own account;
- 12.1.16. Under no circumstances will Echo be liable for any delays encountered by the customer if emergency calls are made from the Voice Services and/or products nor for any direct or indirect damage or loss or injury suffered by the customer due to any such delays; and
- 12.1.17. Echo reserves the right to adjust the blocked destinations on any Service/product as within its sole discretion.

13. Customer Responsibilities

- 13.1. Customer shall use the Voice Service(s) only for the purposes for which it is designed and provided, and shall be solely responsible for any fraudulent, unauthorised or improper use of a Service. Customer's use of the Services, and any equipment associated therewith, shall be such as not to interrupt, interfere with or impair Echo's or its vendor's network.
- 13.2. Customer shall at its expense, promptly allow or secure Echo or its vendor's access to the Customer site as may be necessary for the installation, inspection and maintenance of the facilities relating to the Service(s) and for collection of its equipment upon termination of the Voice Services.
- 13.3. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the facilities/equipment on Customer site used to render the Voice Services. If Customer fails to do so, Customer shall reimburse Provider for the actual cost of repairing or replacing any Facilities damaged or destroyed due to Customer's failure.
- 13.4. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with the Echo or its vendor's network, equipment, or facilities, without the prior written consent of Echo. Customer shall not take any action that causes the imposition of any lien or encumbrance on the Echo or its vendor's equipment.
- 13.5. Customer is responsible, for the duration of the Voice Services, to remain aware of, and comply with, all applicable laws and regulatory provisions relating to fixed line, data and wireless telegraphy and telecommunications services applying to the provision and use of the Voice Services. In addition, the Customer shall comply with any reasonable instructions issued by Echo and/or its vendor in relation to Customer's use of the Voice Services.