



## LEGAL POLICY

# Service Description

2.0

Technical description of our network and VoIP services.

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DATE

**17 June 2026**

ABN

74 101 234 664

Real World Technology Solutions · [rwts.com.au](http://rwts.com.au)

## **1. INTERPRETATION AND DEFINITIONS**

1.1 The parties have entered into a Head Agreement under which Service Schedules relating to specific Services can be executed from time to time.

1.2 Words which are defined in the Service Details have the meanings given to them there. Other capitalised terms have the meaning given to them in the Head Agreement.

1.3 In this Service Description, unless the context requires otherwise, the following capitalised terms have the following meanings:

(a) Network Services means each service identified in the Proposal as a Network Service;

(b) RWTS Equipment means equipment other than the equipment of Customer identified in the Proposal as to be located at Customer premises for the purpose of providing a Network Service and any substitutions for or additions to such equipment;

(c) VoAL Services means each service identified in the Proposal as a VoAL (Voice over Analogue Line), voice over DSL, voice over ADSL, voice over NBN or other voice over access line service. Each VoAL Service is also a Network Service for the purposes of this Service Description;

(d) Voice Service means a VoAL Service or a VoIP Service;

(e) VoIP Services means each service identified in the Proposal as a VoIP Service. Each VoIP Service is also a Network Service for the purposes of this Service Description.

(f) CloudPBX Services means each service identified in the Proposal as a CloudPBX or Hosted PBX Service. Each CloudPBX Service is also a Network Service for the purposes of this Service Description.

## **2. PROVISION OF NETWORK SERVICES**

2.1 From the date of commencement of the Service Schedule RWTS will commence work to provision the Network Services to Customer. The features comprising each Network Service are as set out in the Service Documents for that Service or as otherwise notified in writing to Customer by RWTS.

2.2 RWTS will provide the Network Services (including VoIP and VoAL Services) to Customer as set out in the Proposal.

2.3 Where the Proposal identifies one or more end points for a Network Service, RWTS must provide the service to/from those end points.

2.4 RWTS will notify Customer when each Network Service is ready for use.

2.5 Any Fees imposed in respect of the carriage of data are based on RWTS's records of the data carried. Such records are presumed to be accurate unless proven otherwise. Customer is liable to pay all usage fees whether or not the particular usage of the Service was known to or authorised by Customer.

## **3. EQUIPMENT**

3.1 RWTS may locate RWTS Equipment at the relevant Customer's premises for the purpose of providing the associated Network Service. RWTS may in its discretion from time to time:

(a) alter or inspect the RWTS Equipment (including by reconfiguring it or providing maintenance services in respect of it);

(b) remove some or all of the RWTS Equipment; or

(c) substitute other equipment for or add other equipment to the RWTS Equipment.

3.2 Customer must permit RWTS to carry out the activities referred to in clause

3.1 and must provide RWTS with reasonable access to the premises on which the equipment is located in order for RWTS to carry out such activities.

3.3 Where Customer is acquiring Equipment (including cabling) from RWTS under the Proposal, RWTS will supply, install and configure that equipment in accordance with the terms of RWTS Service Description for the Installation of Hardware and Software.

3.4 All RWTS Equipment remains the property of RWTS and Customer holds such equipment as bailee. Customer must:

(a) ensure that all RWTS Equipment on its premises is prominently identified as owned by RWTS;

(b) not alter, vary, maintain or service any RWTS Equipment in any way or allow any other person to do so except strictly in accordance with RWTS' explicit instructions;

(c) comply with RWTS' instructions in respect of the RWTS Equipment;

(d) insure the RWTS Equipment against loss and damage; and

(e) not do anything which compromises RWTS' rights in respect of the RWTS Equipment.

3.5 Customer must comply with all requirements in the Proposal for the location, configuration or environment (including clearances from other equipment, humidity and ambient temperatures) of equipment which is connected to a Network Service.

3.6 Except where stated in the Service Documents or otherwise agreed in writing by RWTS, a Network Service does not include interconnection to third party networks or to the Internet.

#### **4. SCHEDULED MAINTENANCE**

4.1 From time to time RWTS may suspend the provision of any Network Service in order to resolve faults with the Network Service or to conduct regular maintenance of the service and/or associated equipment. RWTS will give advance notice to Customer of any such suspension and will endeavour to give at least 14 days' notice prior to such suspension. RWTS has no liability for a suspension of services under this clause.

#### **5. THIRD PARTY PROVIDERS**

5.1 Customer must not do any act or refrain from doing any act in such a way as will cause RWTS to be in breach of any obligations owed by RWTS to any third party and which are notified from time to time by RWTS to Customer.

## **6. TERMINATION**

6.1 Either party may terminate a Network Service by giving at least 60 days' prior written notice. Where Customer terminates a Network Service prior to the Minimum Commitment Period for the Service, Customer must comply with clause

6.2 Where a Network Service is reliant upon another Network Service, the termination of the second Network Service automatically terminates the first. Otherwise, each Network Service may be terminated independently of the others.

6.3 Where the provision of a Network Service by RWTS is dependent upon the provision to RWTS by another provider of one or more network services (including access lines) and those network services cease to be provided by that other provider to RWTS or that provider varies the price or terms on which it provides those services to RWTS RWTS may, by notice in writing after consultation with Customer and without liability, immediately terminate each affected Network Service.

6.4 RWTS may immediately terminate any Network Service by notice in writing if Customer becomes a carrier or a carriage service provider.

6.5 Customer must pay to RWTS all costs and expenses incurred by RWTS to decommission, disconnect and remove any equipment used to provide any Network Service or in decommissioning any Network Service.

6.6 Where a customer fails to pay their invoice by the due date, RWTS may issue a suspension notice for the services in question. Suspension may take place a minimum of 7 days after the notice is issued.

6.7 Where a customers account is suspended the customer may be liable to pay a reconnection fee for the re-establishment of their services. This does not preclude any fees or charges RWTS may otherwise be entitled to claim.

## **7. NUMBER PORTABILITY, CALL BARRING**

7.1 RWTS will use its reasonable endeavours to port Customer's existing numbers to the relevant Voice Service nominated by Customer provided under the Service Schedule. Where it is not reasonably able to do so, RWTS will provide Customer with new numbers in consultation with Customer. RWTS will take into consideration any request by Customer for specific numbers.

7.2 Where RWTS reasonably believes that a device connected to the network fails to comply with Australian telecommunications standards or is likely to damage any equipment of RWTS or any third party, RTWS may bar that device from accessing the network. RWTS may, by notice in writing, request that Customer disconnects such a device from the network and Customer must promptly comply with each such request.

7.3 Customer must disconnect any equipment connected to any Network Service where: RWTS directs Customer to do so until RWTS consents to the reconnection of the equipment; or the equipment adversely affects the operation of the Network Service until it has been established that the adverse effect will not recur on reconnection.

## **8. ASPECTS OF VOIP TRAFFIC**

8.1 Customer acknowledges that:

- (a) the operation of all network facilities, including the making of VoIP calls, is dependent upon the continued supply of power to the relevant equipment and upon there being sufficient network capacity for the carriage of the call. VoIP calls cannot be made at all or in effect: during a power outage; during period of network outage, network maintenance or network congestion. Customer must ensure it has appropriate alternative means of making phone calls, and in particular “000” emergency phone calls, during periods in which VoIP calls cannot be made, and periods of greatly reduced service or quality of service. This must at a minimum include maintaining at least one land line connection to the public switched telephone network capable of making local calls and connected to outlets and handsets in all relevant physical locations on Customer’s premises;
- (b) VoIP calls, by their nature, are routed via different routes at different times (including during an established call) depending on network congestion;
- (c) RWTS has no control over the route over which any given VoIP call will pass;
- (d) the sound quality of a VoIP call is dependent upon the quality of the route over which the data comprising the call passes;
- (e) the quality of VoIP calls varies from time to time based on factors outside the control of RWTS. RWTS has no liability for any failure of any VoIP call to meet a desired level of quality;
- (f) the termination of VoIP calls to a given number and the termination via the Customer’s VoIP service or a call originated on a given number depends on that number being connected to a VoIP service either directly or through a gateway. RWTS does no guarantee that calls may be made to all numbers or that all numbers are able to call VoIP numbers;
- (g) except to the extent the Proposal states otherwise, the VoIP service does not include any encryption or other protection of VoIP traffic; and
- (h) that such calls may be able to be inspected by third parties without Customer’s knowledge or consent.
- (i) RWTS can block international, STD and mobile calling within 24 hours on the customers request in writing

## 8.2 Customer agrees to

- (a) Ensure that all network services involved in the Voice over IP system are secure including, but not limited to, regular security reviews, intrusion detection systems and intrusion prevention systems
- (b) Protect any confidential access credentials required to access the service
- (c) Ensure that all Voice over IP servers, PBX systems and handsets are using secure, non-default, passwords
- (d) Ensure all appropriate security updates and patches are applied to all services immediately
- (e) Take any other measures to ensure the secure operation of your systems and to prevent the compromise of any credentials used to access the system in any manner or the RWTS network in any manner
- (f) Immediately notify RWTS as soon as you become aware of the possible breach of any systems involved in this agreement

(g) Indemnify RWTS against any loss it may suffer as the result of a breach of clause 8.2 by you

## **9. WAIVER OF CUSTOMER SERVICE GUARANTEE**

9.1 Customer waives the whole of the protection and rights of Customer under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth) in relation to each carriage service supplied, or offered to be supplied, by RWTS in its capacity as a carriage service provider.

## **10. ACCEPTABLE USE POLICY, EXTERNAL OBLIGATIONS ON RWTS**

10.1 Customer must comply with the Acceptable Use Policy and Customer must ensure that each person who uses the Services provided by RWTS under this Agreement complies with the Acceptable Use Policy. If Customer is in breach of this clause 10 RWTS may suspend its obligations under this agreement until Customer: (a) rectifies that breach; and (b) takes steps reasonably calculated to prevent a subsequent breach.

10.2 RWTS may, from time to time be bound by law (including legislation and regulations) or codes of conduct (External Obligations) in relation to some or all of the services it provides under this Service Description (including codes by which RWTS elects to be bound). Notwithstanding anything else in this Agreement, where RWTS is obliged to take or refrain from taking an action by any External Obligation, it may do so without liability to Customer or any third party as a result and without providing any notice to Customer or any third party. This may include: providing law enforcement bodies with passwords or with access to communications or data carried over any Network Service; removing content from equipment and/or preventing access to certain nominated sites or content on the Internet.

10.3 Our External Obligations include obligations under the Online Safety Act 2021 (Cth) and the online safety codes and standards registered by the eSafety Commissioner. Consistent with this clause 10, this may require RWTS to remove or disable access to content, block access to nominated sites or content (including in response to an abhorrent violent material blocking notice or request), respond to removal or reporting notices, and cooperate with the eSafety Commissioner.

## **11. AUTHORISATION FORMS**

11.1 RWTS or a third party may require that certain instructions be given in writing and/or signed by Customer prior to the provision of a relevant service. Customer must complete all such authorisation forms promptly and truthfully. Where RWTS requests an authorisation and Customer does not provide a written authorisation in an acceptable form, RWTS may suspend or delay the provision to Customer of those services for which the RWTS has requested the authorisation. RWTS may provide such authorisation forms (and copies and any information contained on the forms) to any third party reasonably incidental to the purpose for which the form was requested.

## **12. USAGE**

12.1 Current usage data can be downloaded at the [usage portal](#).

## **13. SUPPORT**

13.1 Each service is provided with a basic support agreement. Under this basic support agreement we will provide best effort support during our Helpdesk Opening Hours.

13.2 Some services have optional premium support offerings for an additional fee. These support offerings may offer extended support coverage, including out of hours support, service escalations, specific service restoration timeframes or rebates.

13.3 Where a best effort restoration time frame is in place, we will use our best efforts to ensure that any service faults or difficulties are rectified.

13.4 Where a service fault is found to be due to a product feature that is not currently supported or non-functional, or due to an end users misuse of a service, we may not be able to resolve the issue. In some cases this will be referred for feature development.

13.5 Some services include pro-active monitoring. This is a feature whereby our NOC will perform enhanced monitoring on a service, through a range of methods. If a service has Pro-active Monitoring we will attempt to detect a fault condition. If we do, we will verify the nature of the fault and contact the service end user regarding the fault. This may be through automated or manual processes.

13.6 Some faults may require end user troubleshooting to identify the cause of a fault. It is the responsibility of the end user to provide this assistance where requested or required.