

# Terms and Conditions of Halonet Private Automatic Branch Exchange (IP PBX).

Effective as of 1 January 2015.

## §1 [Subject matter]

1. These terms of Halonet Branch Exchange, hereinafter referred to as the 'IP PBX Terms and Conditions,' defines the rules of the contract and the use of the virtual exchange services, hereinafter referred to as 'IP PBX Service,' provided by Tartel Sp. z o.o. Company located in Gliwice, ul. Kozielska 18.
2. The provision of IP PBX Service and the associated VoIP Service described in the IP PBX Terms and Conditions is subject to the rules defined in the Terms and Conditions of the provision of HaloNet VoIP service, available on the website [www.halonet.pl](http://www.halonet.pl) (hereinafter referred to as 'Terms and Conditions.')
3. Definitions used in the IP PBX Terms and Conditions shall be given the meaning as defined in the Terms and Conditions, unless it is stated otherwise in the IP PBX Terms and Conditions.
4. The IP PBX Service allows you to create an announcement system, call forwarding, queuing, call recording and other functions on the Customer Account; those functions are defined in the branch exchange order or contract.

## §2 [IP PBX Service order and implementation method]

1. To order IP PBX Service, the Customer shall fill in the relevant fields of the form which can be found on the website [www.halonet.pl/wirtualna-centrala/formularz-zlecenia-ipbx/](http://www.halonet.pl/wirtualna-centrala/formularz-zlecenia-ipbx/) and shall agree to the IP PBX Terms and Conditions.
2. Tartel contacts with the Customer in order to determine finally the functionality of IP PBX Service and to present monthly subscription costs. In the case of a prepaid Customer, Tartel provides the IP PBX Service after having received an agreement from the Customer for the final functionality of the IP PBX Service via email and after having received the prepayment of the amount of the first IP PBX subscription. In the case of a postpaid Customer, Tartel provides the IP PBX Service, after having received an agreement for IP PBX subscription signed by the Customer. Implementation date for the IP PBX Service is defined in Section 4 hereof.
3. The Customer may commission Tartel to record messages. To do so, the Customer shall send the text message and choose the voice that will perform the recordings. On this basis, Tartel assesses the cost of message recording and sends the data to the Customer so he/she can make a prepayment. Upon the receipt of the transfer, Tartel commissions the presenter to record messages that shall be ready within 3 business days.
  - a) The Customer may propose improvements to the recordings up to 3 business days. Improvements to the content of the messages and to the predefined pronunciation are additionally paid, in accordance with the Price List. If the recorded material contains errors due to the fault of Tartel, Tartel is obliged to correct them and no additional payments shall be required.
  - b) Once the Customer accepts the recordings, Tartel issues a VAT invoice. The Customer acquires perpetual rights to use
  - c) Recording messages may extend the implementation time for the IP PBX Service defined in Section 4 hereof.
4. After providing the IP PBX Service, Tartel transmit accounts' data of IP PBX Service to the Customer via email. If the Customer does not submit remarks within 3 business days, Tartel considers IP PBX Service to be accepted. If the IP PBX Service does not function according to the IP PBX Order, Tartel is obliged to improve the IP PBX Service without additional payments. Tartel reserves the right to charge additional

fee, according to the Price List, for modifications of the IP PBX Service configuration that have not been previously agreed.

### **§3 [Call Recorder]**

1. The Customer with the IP PBX Service may choose an additional service: Call Recorder. This Service consists on recording outgoing and incoming conversations and saving them on HaloNet server as wave files.
2. The Call Recorder Service is active only with the IP PBX Service.
3. The Call Recorder Service is available in three options of different shared space size on the server where the recording files are being saved. The Customer may download on his/her hard disk the recording files from the User Account and thereby freeing up available space. In case of filling the available space, the Customer may choose one of three options to continue on using the Call Recorder Service.
  - The oldest recordings are overwritten with the new ones. The overwritten recordings will be irrevocably lost;
  - Further call recording is not possible;
  - The Customer receives additional space on server, for which he/she has to pay according to the Price List.
4. The Customer, while using the Call Recorder Service, may change the size of the assigned space on server where the recorded items are saved, and also the implementation method after the assigned space has been filled up. In the case of the postpaid Customer, such modification requires signing an annex to the contract, and in the case of the prepaid Customer an authorised message has to be sent (through the form available on the User's Account.)
5. The Customer can order the Call Recorder Service together with the IP PBX Service that has been defined in Section 2 hereof, or later. If the case of ordering the Call Recorder Service at a later date, the prepaid Customer shall place an order via email and select the shared space size on server and the way of further using the Call Recorder Service after the server space has been filled up. In the case of the postpaid Customer, an annex to the IP PBX subscription service has to be signed.
6. Using the Call Recorder Service is additionally paid, in accordance with the Price List.

### **§4 [IP PBX Service implementation date]**

1. Tartel commits to deliver the IP PBX Service within 7 business days since reception of the order for IP PBX. Tartel reserves the right to extend the implementation of the IP PBX Service up to 14 business days. The implementation time of the IP PBX Service does not include working days during which Tartel waits for Customer's response.
2. Any additional work, beyond the IP PBX Subscription and IP PBX Order, Tartel commits to perform within 7 business days since the order was made. Tartel reserves the right to extend the implementation of the IP PBX Service up to 14 business days. The implementation time those additional works does not include working days during which Tartel waits for Customer's response.

### **§4 [Price List and payments conditions]**

1. The IP PBX Service, its implementation, messages recording, additional Call Recorder Service and modifications during its implementation or duration are subject to charges under the Price List.
2. A monthly subscription fee is charged by Tartel. This fee includes IP PBX Service maintenance and 30 minutes of technician work (provided by Tartel) to be used within 3 months. Minutes that were not used in given period of time, cannot be used in the next one. Tartel technician work only involves the

configuration of IP PBX Service and it cannot include e.g. the modification of message recording. The said subscription will be hereinafter referred to as 'IP PBX Subscription.'

3. In case you choose the additional Call Recorder Service, Tartel charges an additional monthly subscription fee for this service.
4. Duration of IP PBX Service or Call Recorder Service begins on the day and at the time the IP PBX Subscription or IP PBX Subscription and Call Recorder Service subscription are activated, and it finishes on the same day and at the same time next month. The exception is when the activation of the subscription begins on the day which has no counterpart next month. This applies when the next month has fewer days. In this case, the term of the duration of the IP PBX Service or Call Recorder Service always finishes on the first day of the following month.
5. All additional works ordered by the Client, including message recording or its modification, notification of changes in the configuration of the control panel and its functioning, that go beyond the time limit of technician work granted by Tartel, referred to in point 2 in this paragraph, are subject to charges in accordance with the Price List.
6. Upon notification of the Customer of additional works, referred to in point 3 in this paragraph, Tartel is required to estimate their cost according to the Price List and submit it to the Customer. Once the Customer accepts the estimated cost, Tartel performs those works. In the case of prepaid Customers, Tartel charges for the performed work the agreed fee from the Customer Account or issues a VAT invoice with 14 days payment term. In the case of postpaid Customers, Tartel will add to the next VAT invoice an agreed fee for the performed work.
7. The prepaid Customers pay a fee for the IP PBX Subscription or IP PBX Subscription and Call Recorder Service subscription in accordance with the Price List, which is charged automatically each month from the User Account, from the date the IP PBX Service has been activated or separately from the date the IP PBX Service and Call Recorder Service have been activated. Subscription fees for IP PBX Service and Call Recorder Service can be charged in different dates.
8. In the case of prepaid Customers, if there is not enough money on the Account, the IP PBX Service or the Call Recorder Service is blocked. If IP PBX Service has been blocked, the Call Recorder Service is also blocked. However, blocking the Call Recorder Service does not block the IP PBX Service. After adding money to the Account, the IP PBX Service or Call Recorder Service shall be activated within 24 hours and this money shall be charged in accordance with the monthly subscription fee.
9. If you deposit money to unblock the IP PBX Service or Call Recorder Service it does not change the date on which the next subscription fee is charged.
10. The postpaid Customers are obliged to sign a contract of IP PBX Service sent by Tartel, which determines the payment terms.

## **§5 [Responsibilities and obligations of the parties]**

1. Tartel is not responsible for including in the IP PBX Service messages recorded by the Customer himself and melodies delivered by him.
2. In the case of Call Recorder Service, Tartel is not responsible if recorded items are removed by the Customer on the User Account neither is responsible for removal by overwriting when choosing this option after the assigned space has been filled up, nor for not registering conversations when the Call Recorder Service is blocked due to non-payment, nor yet for choosing the option of not registering conversations after the assigned space has been filled up.
3. The Customer declares he owns the copyrights or the consent to use the melodies and messages delivered by himself in the IP PBX Service and that those recordings are free from legal defects.
4. The Customer declares that the recordings of the messages and melodies he provides are legal and do not affect the rights and/or personal rights of third parties.

5. In the event that third parties raise legitimate claims against the Customer or Tartel, arising from the breach of the rights referred to in points 1 and 2 of this Section, by adding to the IP PBX Service recordings delivered by the Customer himself, the Customer agrees to pay royalty fee and/or substantial damages, which possibly Tartel would have to pay, including any incurred costs, including court costs and attorneys' fees.
6. The Customer is obliged to cooperate in the implementation of IP PBX Service and Call Recorder Service, and in particular to determine the date and execution of tests for IP PBX Service, to determine the date of activation for IP PBX Service or Call Recorder Service, the configuration of IP telephones or VoIP gateways or other VoIP equipment, in accordance with information provided by Tartel in order to ensure correct functioning of the IP PBX Service.
7. Tartel is obliged to provide the IP PBX Service and Call Recorder Service in accordance with the order and to keep it in good working order for the duration of the Agreement.

#### **§6 [Final provisions]**

In cases not covered by the provisions of the IP PBX Terms and Conditions, provisions of Price List Terms and Conditions, provisions of the Telecommunications Act, the Civil Code and other applicable laws apply.