

SERVICE SPECIFIC TERMS / VOICE

Managed Cloud PBX

Powered by Yeastar

VERSION
v2026.10cEFFECTIVE
1 November 2026REPLACES
Hosted-PABX.pdf

These Service Specific Terms form part of your agreement with FirstNet Technology Services (Pty) Ltd. Read them with the FirstNet Standard Terms and Conditions (or your signed Master Services Agreement), your Service Schedule and the Data Processing Annexure, all available at www.firstnet.co.za/legal-notices/.

These Service Specific Terms apply to FirstNet Managed Cloud PBX, including the optional FirstNet AI Receptionist and FirstNet AI Transcription modules, supplied by FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07, 26 Augrabies Road, Waterfall Office Park, Midrand, 1686) ("FirstNet") to the Customer named in a Service Schedule.

1. Status and precedence

- 1.1 These Service Specific Terms ("SST") form part of the agreement between FirstNet and the Customer for the Managed Cloud PBX service. They are incorporated by reference into every Service Schedule, Scope of Work or quote that orders it, and are published at www.firstnet.co.za/legal-notices/.
- 1.2 The master agreement is the FirstNet Standard Terms and Conditions published at www.firstnet.co.za/legal-notices/, or the Master Services Agreement the Customer has signed with FirstNet (the "Agreement"). The Service Schedule records what is ordered, the MRC, the NRC and the Initial Period.
- 1.3 The calling, numbering, porting, emergency call, CLI, toll fraud and tariff rules in Part A of the FirstNet Voice Services SST also apply to the Service. Where the SIP trunks underneath the Service are ordered, Annexure A of the Voice Services SST also applies.
- 1.4 If documents conflict, this order applies: (a) the Service Schedule, but only for commercial items it expressly overrides; (b) these SST; (c) the Voice Services SST; (d) the Agreement (including the Data Processing Annexure and the Acceptable Use Policy); (e) the Vendor Terms in clause 4. Where the Vendor Terms impose a mandatory restriction on the use of the Yeastar platform or apps, the Customer must comply with it.
- 1.5 Words defined in the Agreement (including AI Services, Inputs, Output, Consumer, Initial Period, MRC, NRC and Service Commencement Date) have the same meaning here.

2. Definitions

- 2.1 **"AI Modules"** means AI Receptionist and AI Transcription.
- 2.2 **"AI Receptionist"** means the optional FirstNet AI Receptionist module (also called the Digital Receptionist), which answers inbound calls in natural language, answers questions from the Knowledge Base, routes or queues calls, captures callbacks and hands calls to a person.
- 2.3 **"AI Transcription"** means the optional FirstNet AI Transcription module, which produces real-time and post-call transcripts, AI summaries and voicemail-to-text.
- 2.4 **"AI Minutes"** means the minutes of AI Receptionist or AI Transcription use that the Customer buys under clause 9.3.
- 2.5 **"Hosted PBX"** and **"Hosted PABX"**, where used in a Service Schedule signed before or after 1 November 2026, mean the Service.
- 2.6 **"Knowledge Base"** means the documents, website addresses, FAQs, prompts and other content the Customer provides to train or instruct AI Receptionist.

- 2.7 **"Linkus"** means Yeastar's Linkus mobile, desktop and web softphone apps.
- 2.8 **"Service"** means FirstNet Managed Cloud PBX as described in clause 3 and the Service Schedule, including any AI Modules ordered.
- 2.9 **"User"** means a person to whom the Customer assigns an extension or licence on the Service.
- 2.10 **"Yeastar"** means Yeastar Information Technology Co., Ltd and its affiliates, the developer of the Yeastar P-Series platform and Linkus.

3. Service description

- 3.1 What FirstNet provides. The Service is a managed cloud phone system built on the Yeastar P-Series Cloud Edition and hosted in South Africa. FirstNet designs, deploys, ports numbers to, operates and supports it as one managed service. The core Service includes, per User: (a) an extension with call routing, voicemail, voicemail-to-email, hold music and presence; (b) IVR menus, call queues, call recording and standard reporting; (c) Linkus mobile and desktop apps; (d) SIP trunking with South African termination and number porting under the Voice Services SST; and (e) standard support and platform operations.
- 3.2 Optional add-ons, where the Service Schedule lists them: (a) AI Receptionist; (b) AI Transcription; (c) Microsoft Teams integration; (d) CRM integrations (for example Halo, HubSpot or Salesforce); (e) contact-centre reporting and wallboards; and (f) handsets.
- 3.3 What Yeastar provides. Yeastar provides the P-Series software, Linkus, platform updates and, for the AI Modules, the AI functions (including any third-party AI services Yeastar uses).
- 3.4 AI Module eligibility. The AI Modules run only on the Yeastar P-Series Cloud Edition or Software Edition at the firmware version Yeastar specifies. They are not available on the Appliance Edition. AI Transcription cannot run alongside a third-party speech-to-text engine on the same PBX.
- 3.5 AI Receptionist. AI Receptionist supports the languages Yeastar makes available (currently up to 34). The languages enabled for the Customer are confirmed during scoping. Out of the box it answers, routes, escalates, transcribes and triggers voicemail-to-email or callback flows. Other actions (for example calendar bookings or CRM updates) are available only if scoped in the Service Schedule.
- 3.6 AI Transcription. AI Transcription is a productivity aid for coaching, quality review and follow-up. It is not a compliance recording or archiving service and does not provide tamper-proof storage, legal hold or regulatory retention. For those, see the FirstNet Compliance Call Recording SST.
- 3.7 Handsets. Handsets are supplied as stated in the Service Schedule (sold or rented). Sold handsets become the Customer's property on payment in full; rented handsets remain FirstNet's property and must be returned when the Service ends. FirstNet passes through the manufacturer's warranty.
- 3.8 What is not included. Unless the Service Schedule says otherwise, the Service does not include: (a) internet access or the Customer's LAN, Wi-Fi, firewall, PoE switching or UPS; (b) custom call-flow design, integrations or custom reports beyond the scoped design; (c) Knowledge Base content creation; (d) compliance recording; or (e) support for handsets not supplied or approved by FirstNet.

4. Vendor Terms

- 4.1 The Service uses Yeastar's platform and apps. The following Vendor Terms apply, as published by Yeastar and updated from time to time:
- 4.1.1 Yeastar P-Series PBX System Plan Terms of Service: <https://www.yeastar.com/p-series-plan-terms-of-service/>;
- 4.1.2 Yeastar Linkus Terms of Service, which apply to the Linkus apps and Linkus cloud services: <https://www.yeastar.com/terms-of-service/>;
- 4.1.3 Yeastar Privacy Policy: <https://www.yeastar.com/privacy/>; and
- 4.1.4 any other Yeastar terms that apply to the Service, including terms for the AI Modules, as provided or linked by FirstNet.

- 4.2 The Customer accepts the Vendor Terms when it orders or first uses the Service, and each User accepts the Linkus terms when installing or first using Linkus.
- 4.3 Yeastar may change its software, features, supported languages or Vendor Terms. FirstNet is not liable for those changes, but will tell the Customer about changes that materially affect the Service, and clause 7.3 of the Agreement applies.
- 4.4 Yeastar may suspend the Service, or part of it, for breach of its Vendor Terms. FirstNet passes through the warranties and service commitments Yeastar gives FirstNet and does not add its own warranties for Yeastar's software.

5. Customer responsibilities

- 5.1 Network readiness. Before cutover the Customer must, unless FirstNet supplies these: (a) provide an internet link with enough capacity for its peak concurrent calls (about 100 kbps per call plus headroom), ideally uncontended; (b) apply quality of service (DSCP EF) end to end on its network; (c) disable SIP ALG and allow RTP through its firewall; (d) provide PoE switching for desk phones; and (e) provide UPS power for its comms cabinet and critical phones, sized for load-shedding. FirstNet will assess these during the pre-sales review. FirstNet is not responsible for call quality problems caused by the Customer's network.
- 5.2 Site. The Customer must provide, at no cost to FirstNet, power, space and access at each site for any equipment FirstNet installs, and obtain any landlord or third-party consents.
- 5.3 Inputs for deployment. The Customer must provide a signed user matrix (names, extensions, numbers, devices, voicemail and groups), its IVR and routing design inputs, a signed LOA for numbers to be ported, and an agreed change window for cutover.
- 5.4 Administration. The Customer must keep administrator credentials secure, enable multi-factor authentication where available, remove Users who leave, and use the Service in line with the FirstNet Acceptable Use Policy and the Vendor Terms.
- 5.5 Knowledge Base. The Customer is responsible for the Knowledge Base. It must: (a) have the right to use and provide all Knowledge Base content; (b) keep it accurate and current; (c) not include special personal information, children's personal information, account numbers or other confidential information that callers should not hear; and (d) decide which caller intents must always go to a person (for example complaints, medical, legal, financial or safety-related calls).
- 5.6 Callers must be told when they are speaking to AI Receptionist, for example in the greeting. FirstNet configures a default disclosure, and the Customer must not remove it.
- 5.7 Licence counts. The Customer must keep User counts accurate. FirstNet bills per User licensed each month (clause 9.2).

6. Provisioning and lead times

- 6.1 Every order passes a mandatory pre-sales review by FirstNet's Voice Solutions Engineering team covering Users, sites, numbering, porting, integrations, network readiness, platform eligibility for AI Modules, and AI Minute sizing. The Service Schedule reflects the agreed scope.
- 6.2 FirstNet offers a side-by-side cutover (old and new systems in parallel, Users moved in waves) or a single cutover window. The method and timeline are agreed in writing. Lead times are indicative only and depend on porting (Voice Services SST, clause 13.2.5) and the Customer's readiness.
- 6.3 Within three Business Days of completing installation, FirstNet will provide a Service Handover Form. The Customer has two Business Days to test the Service against the agreed scope and notify FirstNet in writing of any failure. The Customer may reject the Service only for failure to meet the agreed scope. If FirstNet receives no written objection in that time, the Service is accepted. If the Customer notifies a failure, FirstNet will fix it, re-test and issue a revised Service Handover Form.
- 6.4 For AI Receptionist, FirstNet and the Customer will test agreed call scenarios and escalation rules before the module goes live. The Customer approves go-live.

6.5 Changes after go-live. The Customer may request changes through FirstNet support. Target response and completion times are:

Change level	Description	Respond	Complete
1	Critical change, more than 75% of Users affected	2 hours	1 Business Day
2	Minor change, 50% to 75% of Users affected	4 hours	1 Business Day
3	Planned change needing off-peak downtime	As scheduled	As scheduled
4	Additional Users (excluding handset delivery)	1 Business Day	3 Business Days

6.6 Level 1 and 2 changes may interrupt the Service; FirstNet will agree the timing with the Customer. Changes needing third-party work may take longer. Changes outside the original scope may be charged as stated in the Service Schedule.

7. Service levels and support

- 7.1 Support for platform faults is available 24 hours a day, seven days a week. Support for everything else (including the changes in clause 6.5 and general requests) is available during Business Hours, unless the Customer has signed a specific 24x7 service level in its Service Schedule. Support is available through support@firstnet.co.za and 0861 989 896, and is provided under the FirstNet Rapid Response Services Guide (SOP-SVC-RR-001) published at www.firstnet.co.za/legal-notices/, which sets out severity levels, priorities, response and resolution targets and the escalation path. Escalations go to escalations@firstnet.co.za and then through the roles named in the Rapid Response Services Guide. Only authorised contacts on the Customer's account may log or escalate requests.
- 7.2 Availability target. Unless the Service Schedule states a different target, FirstNet's availability target for the Service is 99.5% per calendar month. Support targets are those stated in the Service Schedule or the Rapid Response Services Guide. The availability target covers the FirstNet-managed platform, SIP trunking and numbers. AI Modules are covered only to the extent the Service Schedule states an availability target for them.
- 7.3 Service credits. If FirstNet misses the availability target in a calendar month, the Customer is entitled to a service credit, calculated as a percentage of the MRC of the affected Service for that calendar month, unless the Service Schedule states a different table:

Availability in the calendar month	Service credit (% of the monthly MRC of the affected Service)
99.5% or more	0%
Below 99.5% down to 98%	5%
Below 98% down to 97%	10%
Below 97% down to 96%	15%
Below 96% down to 95%	20%
Below 95%	25%

For credits: (a) availability is measured per calendar month; (b) the Customer must claim in writing within 30 days after the end of the month in which the shortfall occurred; (c) total credits for the Service in a calendar month may not exceed 25% of the MRC of the Service for that month; and (d) credits are passed as a credit on the next invoice after approval. Service credits are the Customer's sole financial remedy for a failure to meet the availability target, without limiting the Customer's right to terminate for material or repeated breach under the Agreement.

- 7.4 Downtime does not count towards a service level where it results from: (a) the Customer's failure to meet clause 5.1 or 5.2; (b) the Customer's internet, WAN, LAN, cabling, power or equipment, including handsets not supplied by FirstNet; (c) third-party services the Customer procures; (d) planned or emergency maintenance under clause 7.5 of the Voice Services SST; (e) the Customer refusing reasonable planned maintenance; (f) acts or omissions of the Customer, its Users or contractors, including inaccurate information; (g) suspension under clause 11; (h) Yeastar platform or AI service outages outside FirstNet's control; or (i) force majeure.

8. Data, privacy and security

- 8.1 Roles. For call recordings, voicemail, transcripts, AI summaries, Knowledge Base content, contact lists and other content stored on the Service ("Customer Content"), the Customer is the responsible party and FirstNet acts as operator under the FirstNet Data Processing Annexure. Yeastar acts as a sub-operator for the platform functions it performs. FirstNet's role for traffic data is set out in clause 8.1 of the Voice Services SST.
- 8.2 Location. The Service, including the AI Modules, is hosted in South Africa for FirstNet customers. Some AI functions may use third-party AI services that Yeastar engages (for example text-to-speech), and FirstNet has asked Yeastar to confirm where those services process Customer Content. Where any Customer Content is processed outside South Africa, FirstNet relies on the safeguards in clause 7 of the Data Processing Annexure and POPIA section 72. If Yeastar changes how a feature processes Customer Content, FirstNet will tell the Customer before the change takes effect where Yeastar gives FirstNet notice.
- 8.3 Recording and transcription consent. Call recording, AI Transcription and AI Receptionist all intercept and record the content of calls. The Customer is responsible for doing this lawfully, including:
- 8.3.1 under RICA: recording is lawful only where a party to the call records it (section 4), where a party has consented in writing (section 5), or, for calls made in the course of the Customer's business, where the requirements of section 6 are met (including that the system controller has consented and that reasonable efforts have been made to inform users in advance that calls may be intercepted);
 - 8.3.2 under POPIA: having a lawful basis for processing (section 11), telling callers and staff what is recorded and why (section 18), keeping recordings and transcripts no longer than necessary (section 14), and meeting the conditions for special personal information (sections 26 and 27) where calls may contain it (for example health information); and
 - 8.3.3 playing a clear notice at the start of recorded, transcribed or AI-answered calls (for example "calls are recorded and may be transcribed for quality and training purposes"). FirstNet will configure a default prompt on the Customer's instruction, but the Customer decides the wording and which lines are recorded.
- 8.4 Retention. Recordings, transcripts and voicemail are kept for the period the Customer configures within the Service's storage limits. FirstNet does not back up Customer Content beyond the platform's standard resilience unless the Service Schedule says so. The storage limits are those stated in the Service Schedule. The Customer must export anything it needs to keep for longer.
- 8.5 Security. FirstNet holds ISO/IEC 27001:2022 certification (certificate IC-IS-2512139, issued by INTERCERT) for its information security management system, with this certified scope: "The Information Security Management System at FirstNet Technology Services (Pty) Ltd applies to the design, deployment, operation, and support of cloud, connectivity, voice, firewall, and security services, including all associated network infrastructure and technical operations." Security compromises are handled under clause 8 of the Data Processing Annexure.
- 8.6 AI Output. Transcripts, summaries and AI Receptionist answers are Output under clause 26 of the Agreement. They may be inaccurate or incomplete, and may misidentify speakers or misunderstand accents, languages or background noise. The Customer must review Output before relying on it for any decision, and must not use it as the sole basis for decisions with legal or similarly significant effects on individuals (POPIA section 71).

9. Fees, licences and changes

- 9.1 The MRC, NRC, per-User charges, add-on charges and AI Minute charges are stated in the Service Schedule. No prices are stated in these SST.
- 9.2 Per-User charges are billed monthly on the number of Users licensed in that month, subject to any minimum stated in the Service Schedule.

- 9.3 AI Minutes are bought under one of two models, chosen separately for each AI Module:
- 9.3.1 On Demand: a once-off bundle of minutes that does not expire monthly and is used until depleted. Unused On Demand minutes cannot be used after the Service ends and are not refundable.
 - 9.3.2 Monthly Rolling: a monthly minute quota on a 12-month term that refreshes each month. Unused minutes do not roll over.
- 9.4 Any free AI Transcription minutes that Yeastar includes with a plan are a Yeastar entitlement. FirstNet does not guarantee them.
- 9.5 Calls are charged under the Customer's Voice Plan (Voice Services SST, Annexure C).
- 9.6 Where Yeastar increases its charges to FirstNet, FirstNet may pass the increase on under clause 9.5 of the Agreement, and charges linked to a foreign currency follow clause 9.6 of the Agreement. Clause 9.4 of the Voice Services SST applies.

10. Term, cancellation and early termination

- 10.1 The Service runs for the Initial Period in the Service Schedule (normally 12, 24 or 36 months) from the Service Commencement Date, then month to month until either party gives 30 days' written notice, or 90 days' written notice where the Service Schedule states that an upstream provider requires it.
- 10.2 The Customer may reduce User numbers at the end of the Initial Period, or earlier where the Service Schedule allows it.
- 10.3 Early termination is dealt with under clause 19 of the Agreement. Where the Customer is a Consumer, only a reasonable cancellation penalty applies (CPA section 14 and regulation 5). FirstNet applies the same reasonable cancellation penalty to a Small Business Customer (clause 19.3 of the Standard Terms and Conditions). A Monthly Rolling AI Minute commitment is part of the Service's committed charges for its 12-month term.
- 10.4 The Customer must export Customer Content before the Service ends, or within any further export period stated in the Service Schedule, after which it will be deleted from the Service, including by Yeastar under its Vendor Terms. Numbers must be ported out under the Voice Services SST.

11. Suspension

- 11.1 FirstNet may suspend all or part of the Service under clause 11 of the Voice Services SST and the Agreement, and where Yeastar suspends the platform for the Customer's breach of the Vendor Terms.
- 11.2 FirstNet may disable an AI Module immediately if it is being used to give unlawful, harmful or misleading information to callers, or in breach of clause 26.8 of the Agreement.

12. Liability specifics

- 12.1 The limits and exclusions of liability in the Agreement apply. This clause adds product-specific rules.
- 12.2 The Customer is responsible for the lawfulness of recording, transcription and AI answering on its lines (clause 8.3). FirstNet is not liable for claims arising from the Customer's failure to give notice, obtain consent or have a lawful basis, and the Customer indemnifies FirstNet against such claims.
- 12.3 FirstNet is not liable for: (a) loss caused by inaccurate AI Output or by the content of the Knowledge Base; (b) calls that AI Receptionist routes or answers incorrectly where the Customer did not specify an escalation rule; or (c) loss of Customer Content the Customer did not export before the end of its configured retention period or before termination.
- 12.4 AI Receptionist handles incoming calls only, so it is never in the path of a call to an Emergency Number. Calls to Emergency Numbers from the Service are routed under clause 13.3 of the Voice Services SST: FirstNet's PortaOne voice platform sends them to the correct emergency service provider, calls to 10111 are routed by FirstNet's session border controller to the nearest police station by geography, and calls to Emergency Numbers are never barred.

- 12.5 The rules on emergency calls and Toll Fraud in clauses 12.2 and 12.3 of the Voice Services SST apply. Linkus on a mobile device used away from the registered address may connect an emergency call to the wrong call centre and does not pass the caller's location.

13. Product-specific regulatory notes

- 13.1 RICA, number portability, CLI and emergency calls: Voice Services SST, clause 13.
- 13.2 Call recording and AI: clause 8.3. Sector rules (for example FAIS record-keeping or health professions rules) may require recording, retention or confidentiality controls the core Service does not provide; the Customer is responsible for assessing these.
- 13.3 Direct marketing. If the Customer uses the Service for outbound marketing calls, it must comply with POPIA section 69 and CPA sections 11 and 12 (including the permitted times for direct marketing to consumers).

14. Changes to these terms

- 14.1 FirstNet may update these SST to reflect changes in law, Yeastar's platform or Vendor Terms, or FirstNet's service. FirstNet will give at least 30 days' notice of material changes by email and by publishing the updated version at www.firstnet.co.za/legal-notices/. If a material change is to the Customer's detriment, the Customer may cancel the affected part of the Service before the change takes effect without an early termination charge, except for unrecoverable Vendor commitments under clause 19.4 of the Agreement.
- 14.2 Each version is identified by its version number and effective date below.

Managed Cloud PBX | Version v2026.10c | Effective date: 1 November 2026

Published by FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07), 26 Augrabies Road, Waterfall Office Park, Midrand, 1686 | 0861 989 896 | support@firstnet.co.za

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