

VoIPex Terms and Conditions

Fixed Line Telephone Service



Agreement for Provision of Fixed Line Telephone Services

You have requested that VoIPex Pty Limited ABN 66 102 443 532 ("VoIPex") provide you with Fixed Line Telephone Service/s (the "service"). The basis for the provision of the service by VoIPex and your obligations in receiving the service are completely set out in the terms which follow (the "Agreement").

The basis for the provision of the service by VoIPex and your obligations in receiving the service are completely set out in the terms which follow (the "Agreement").

If the Agreement is not a Fixed-Term Agreement, VoIPex will provide the Service to the Customer in accordance with the Agreement on a month-to-month basis until the Service is cancelled in accordance with the Agreement.

If the Agreement is a Fixed-Term Agreement, VoIPex will provide the Service to the Customer in accordance with the Agreement for the minimum term or until the Service is cancelled in accordance with the Agreement, as the case may be.

If at the end of the minimum term neither VoIPex nor the Customer cancels the service then VoIPex will continue to supply the Service to the Customer on a month-to-month basis in accordance with the Agreement until the Service is cancelled in accordance with the Agreement.

VoIPex may vary the terms of this Agreement at any time by giving you 21 days notice.

Notice will be given in the form of either:

- An email to your primary email address.
- Mail to the billing address you have provided.
- A message accompanying your next bill.

Where the variation is to a Fixed-Term Agreement and is likely to have a detrimental impact on you that is not minor, you may cancel the affected Services within 42 days from the date of the notice without incurring fees or charges other than Accrued Charges.

You cannot impose on VoIPex any terms or conditions outside this Agreement. Any attempt by you to impose such conditions will be of no effect.

Where this Agreement refers to a party giving notice that means written notice hand delivered or delivered by mail or facsimile or electronic mail to your VoIPex supplied email account.

You must be aged at least eighteen (18) years to enter into this agreement.

The laws applicable to this agreement will be the laws of New South Wales.

Contract Term

This Agreement will commence when the line has been pre-selected to us and continue until the end of the contracted term, after which the Agreement will continue on a monthly basis until the telephone line is transferred away from us or the Service is otherwise terminated in accordance with this Agreement.

VoIPex Terms and Conditions

Fixed Line Telephone Service



Ending the Agreement

If there is no Fixed-Term Agreement in place either you or VoIPex may end this Agreement by giving 30 days written notice to the other party. The written notice must be delivered in a form by post, fax or email.

The written notice must be acknowledged by VoIPex for the notice to take effect. VoIPex will confirm acknowledgement of written notice to cancel an account within 48 business hours from date of receipt. You must ensure you receive written notification from VoIPex that the service has been cancelled. The sending of written notice without a written confirmation from VoIPex will mean that the account has not been cancelled, and charges will continue to apply.

VoIPex may also end this Agreement and the provision of the service immediately if you breach this Agreement or if it reasonably considered you have misused or abused the service.

What Will VoIPex Provide?

VoIPex will endeavour to provide the service on a continuous basis 24 hours a day, 7 days a week.

However, you understand that factors including failure of VoIPex's hardware, software, power supply or telecommunications link could result in the service being unavailable.

The service may also be unavailable from time to time due to emergency or scheduled maintenance by VoIPex. In the case of scheduled maintenance, VoIPex will notify you of the time during which the service will be unavailable via email or a notice on our web site.

You acknowledge that temporary unavailability of the service for these and other reasons is not a breach of this Agreement by VoIPex.

The service includes your telephone line rental, plus any other additional products subscribed by you.

The service will allow you to make and receive calls normally available to be made using the telephone circuit and associated facilities installed and operated by the Wholesaler. This includes the following:

- a. Untimed Fixed to Local calls. (Calls to telephone numbers starting with 13, 1300 and 1800; calls to premium rate and directory assistance services.)
- b. Fixed to National calls. (Calls made to any telephone number in Australia that has an Australian area code and which are not in the caller's local call zone.)
- c. Fixed to Mobile calls. (Calls made to mobile telephone numbers beginning the prefix 04.)
- d. Fixed to International calls. (Calls made telephone numbers with a prefix of 0011 and a country code.)
- e. Any other telephone numbers or products that become available.

The service does not include any calls that make use of an override code.

You acknowledge that we do not control the network that provides the service and accordingly that we do not represent or warrant:

- a. any calls made using the service will be successfully connected; or
- b. there will be no delays in you being able to access or use the service.

VoIPex Terms and Conditions

Fixed Line Telephone Service



VoIPex will provide limited free support via telephone, electronic mail and our web site. While we endeavour to respond in a timely fashion we do not make any guarantees as to the response times or performance of this support. We reserve the right to refer customers to another party such as a products' manufacturer if the support required, in our opinion, exceeds this limited support service.

Where it is determined that you or your equipment is the cause of a fault in your Service that we need to repair, we can charge you a call-out fee and our reasonable Charges for repairing the fault. Call-out fees will be a minimum of \$165 inclusive of GST, unless otherwise advised.

Our Obligations

We shall endeavour to supply and deliver the service in accordance with this agreement, and in particular, to:

- a. preselect the service for you,
- b. transfer the relevant service rental and call component for you,
- c. supply you with a monthly bill for all call costs incurred by you in the preceding month. All telephone line rental and other product charges associated with the service are billed one month in advance, with all accounts emailed to you on the first business day of each month.

Your Obligations

You will engage Voipex Pty Limited as your exclusive supplier for fixed telephone line rental and for all telephone calls (including local calls, national long distance, calls to mobiles and calls to international.)

If, at any time whilst this Agreement is in force, you elect to engage a third party to supply the service, we may elect to countermand such a decision and revert supply of the service back to Voipex Pty Limited. In such an event, we will use reasonable endeavours to notify you of our decision.

You are not permitted to transfer or resell your rights to use this service or any other rights conferred on you by this Agreement.

Use of the Service

You must not use the service in any way which might interfere, disrupt or impair the network, the service, the equipment or access to the service by other users.

You must not use the Internet for any illegal purpose, transmit information or publish material illegally or do any act which is illegal under any State or Federal law.

Your Liability

You acknowledge that you will be liable for any damage caused by any breach of this Agreement by you or anyone else using your account.

You indemnify VoIPex against any claims by any other party arising out of your actions or the actions of someone using your account. This indemnity includes, without limitation, claims as a result of the transmission of any illegal, fraudulent or offensive material by you or another person using your account. The indemnity also includes claims as a result of any use of the service or action which infringes the copyright or other intellectual property rights of any other party.

VoIPex Terms and Conditions

Fixed Line Telephone Service



Our Liability

Where your service is provided for personal, domestic or household use, we do not accept liability for losses that result from the use of Your Service in connection with the conduct of a business.

We are liable to you for breach of contract or negligence under the principles applied by the courts.

We are not liable for any loss to the extent that it is caused by you, for example through your negligence or breach of contract.

We are not liable for any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss.

We are not liable for any loss caused by Us failing to comply with Our obligations in relation to Your Service where that loss is caused by events outside Our reasonable control, such as failure in Equipment that is not owned by Us, an industrial strike or an act of God.

Line Transfer

All telephone services and calls will be supplied by the current pre-selected provider retained by you until the transfer process is completed.

You remain liable to pay any current service provider telephone services and calls made prior to the telephone line being transferred to us.

You remain liable to pay us all amounts incurred for the provision of the service, associated services and calls until the relevant line has been pre-selected to another service provider or the service is disconnected.

Charges and Payment

VoIPex has several different pricing plans. Which one is right for you will depend on how much and when you use the service.

All plans are charged from the start of the calendar month.

Current prices and available plans are listed on the VoIPex web site at <http://www.voipex.com.au>.

All fees and other amounts payable by you are subject to the Goods and Services Tax ("GST").

Accounts

Payment method is only by way of direct debit or credit card.

All invoices are issued as at the 1st of each month.

When paying via Direct Debit, although a Charge for the fixed amount will be payable by the Customer, we will not issue a bill where that bill is a fixed amount or where the bill would be no more than 10% higher than the fixed amount

Where you have authorised VoIPex to deduct monies from your nominated payment method, VoIPex will attempt to deduct monies owed on the first business day of the month, rather than the usually applicable 10 working days as set out in the Telecommunications Consumer Protections Code.

VoIPex Terms and Conditions

Fixed Line Telephone Service



It is your responsibility to ensure that you have sufficient credit or funds available in your bank account or credit card to pay the bill.

All outstanding monies must be paid within 7 days from the beginning of each month.

Notice to suspend your service/s will be issued on the 8th of each month if outstanding monies are still owed at that time. Your service/s will be suspended on the 15th of the month if there is an undisputed amount outstanding.

A Late Payment Fee of \$5 will apply to all accounts that remain unpaid more than 7 days past the due date shown on the invoice.

An Unprocessed Payment Fee of \$10 will apply to all accounts where the monthly accounts charge, which is processed during the first business week of each month, is not successful.

Credit Checks

You authorise Us to conduct credit checks and searches and to use the information obtained as a result of these checks and searches to assess Your credit worthiness, so long as in doing so We comply with the Privacy Act.

Security Bond

At any time, we can require you to provide some form of security, for example a security deposit, a charge or bank guarantee, or pay some or all of the Charges for Your Service in advance. We will only do so if we have reasonable concerns about your credit worthiness or have reasonable grounds for believing that we may not be paid for the Service. In the case of new Services, we can refuse to provide you the new Services until we receive the security. In the case of existing Services, if you do not provide the security within 14 days of our request, we can restrict, suspend or cancel the Service in addition to any other rights that we may have.

If you cancel all Your Services, we will return the security deposit or advance payment to you less any outstanding Charges owing to us within a reasonable time.