

## Full SFOA – PSTN Services

### Terms and Conditions

We, IP Voice & Data Pty Ltd T/A Vonex Telecom (ABN 45 147 537 871), will provide you, our customer, with services in accordance with these terms and conditions, the applicable charges notified to you from time to time and the *Vonex Telecom Full Service Application* (the "Application") collectively, (the "Agreement").

#### 1.0 PROVISION OF SERVICES

- 1.1 Services:** We will provide you with the telecommunications services nominated, or assumed to be nominated, by you on the Application and other services we may agree to provide to you from time to time ("Services") on the terms of this Agreement. If you fail to nominate telecommunication services on the Application, you acknowledge that we will assume you wish to select *Vonex Telecom* as your default carrier for local, national and international long distance calls and calls to mobile services. Services will only be provided if you are either a residential customer or a small to medium business customer and you meet our credit policy requirements.
- 1.2 Provision of Services:** We will provide you with the Services for all your local, national and international long distance calls and calls to mobile services (as applicable) unless you dial another override code for long distance, international calls or calls to mobile services (as applicable) on a call by call basis. We will provide the Services using our facilities and services or those of other carriers, telecommunications service providers or equipment suppliers ("Supplier").
- 1.3 Variations:** We may vary any term of this Agreement at any time in writing. To the extent required by any applicable laws or determinations made by the Australian Communications Authority (ACA), we will notify you of any such variation.

#### 2.0 CHARGES FOR SERVICES

- 2.1 Invoicing:** We will bill you monthly for the Services in accordance with our current charges as notified to you from time to time. We may vary invoice frequency at our discretion.
- 2.2 Method of Billing:** Unless otherwise expressly stated in this Agreement, we will generally bill you in advance for periodic charges, connection and service fees (where applicable) and in arrears for usage charges, although this may vary in certain cases. We will endeavour to bill you within the next normal billing period for charges billed in arrears, but we reserve the right to bill you for those charges in later billing periods.
- 2.3. Time for Payment:** All charges must be paid by the due date shown on the invoice.
- 2.4** We will debit amounts directly from your nominated bank or credit card account as they become owing where that method of payment is agreed to. In any event, if you have provided your bank account or credit card details, where amounts remain outstanding after 30 days we may debit those amounts from your nominated bank or credit card account without further notice unless we have received notice from you disputing those amounts in good faith. If a direct debit fails or is rejected, we reserve the right to pass on any charges that we may incur due to the failure or rejection.
- 2.5** We may pass on any charges another Supplier charges us (including increases and special or one-off charges) without notice to you.
- 2.6** You will be responsible for all charges for all Services used on your account, whether the use was by you or by another person, with or without your permission.

- 2.7 Other Charges: You will pay us in accordance with clause 2.3 any charge which any other Supplier or other person renders to us:
- (a) If you approach that other Supplier or person directly, or otherwise than through us; or
  - (b) For connection or initiation of any Service or for cancellation of any Service.
  - (c) There will be a fee for the use of credit cards: American Express 3%.
  - (d) If payment is not finalised by the due date, then we may charge a fee of \$16.50. This fee will appear on the next bill. We may also bar your services pending payment of outstanding amounts on the account. Nothing in this clause affects our rights to terminate this agreement.
- 2.8 **Billing from other Suppliers:** If you use an override code or access code to access services offered by another supplier, you will be billed by that supplier for charges you incur unless we have a separate arrangement in place for the supplier to charge us directly, in which case we will pass on the charges to you in accordance with clause 2.5.
- 2.9 **Interest:** We reserve the right to charge interest on any part of the charges not paid to us by the due date. Interest, calculated daily, will be charged from the due date until payment at a rate 3% above the Commonwealth Bank Overdraft Reference Rate published at the beginning of the month of that date.
- 2.10 **Suspension:** We reserve the right to suspend provision of Services to you, where charges owing to us or any amount owing under this clause remain outstanding, unless we have received notice from you disputing those charges in good faith. If we suspend or terminate the Services for unpaid charges or any other reason, subsequent reconnection may incur a reconnection fee.
- 2.11 **Unclaimed amounts:** In the event that your account is terminated and monies are owed to you by us if you do not claim those monies within 3 months we will retain the money and you agree that you will have no further claim in relation to those monies.
- 2.12 **Costs incurred in Recovery of Overdue Amounts:** If we incur costs in recovering overdue amounts from you, including (without limitation) mercantile agents' costs, disconnection of services costs, costs incurred in commencing legal action such as service fees and search fees, we reserve the right to recover these amounts from you in addition to the overdue amounts.
- 2.13 **Dishonoured cheques:** *Vonex Telecom* reserves the right to terminate the Agreement without notice to you in the event:
- (a) you have not paid amounts owing to us in accordance with this clause; and
  - (b) A cheque provided by you in payment of that invoice is dishonoured without a valid explanation being provided by you. We may also charge you a dishonour fee if a cheque used to pay a bill is dishonoured.
- 2.14 **Security Bond:** We may require you to lodge a security bond as a condition of us providing Services to you. You authorise us to deduct from that bond any amounts remaining owing to us 30 days after the date of an invoice. If you have paid all of our invoices on time for 12 consecutive months, we may either refund the bond or credit it to your account. The amount of the security bond will be no greater than the credit limit described in clause 2.15.
- 2.15 **Credit Limit:** We may from time to time set a credit limit for the provision of the Services to you. You will be notified of this credit limit and any variation to it. If you exceed this credit limit, we may restrict the Services available to you without notice.
- 2.16 **GST:** Unless expressly stated otherwise, the charges payable for the Services under this Agreement are inclusive of GST.

### 3.0 PERIOD OF AGREEMENT

- 3.1 Commencement of Agreement:** This Agreement starts when you sign the Application or otherwise accept these terms and conditions, or when you first access our Services after receipt of these terms and conditions (whichever occurs first) and continues until terminated.
- 3.2 Commencement of Services:** The provision of services commences when your accounts are transferred from your current supplier to us and upon completion of installation of any necessary equipment and any other arrangements with another supplier for the provision of the services.

### 4. TRANSFER OF SERVICES TO US

- 4.1 Changing your current arrangements:** If in providing the Services, we need to change your arrangements with your current Supplier, then we will do so in accordance with this clause.
- 4.2 Transfer to us:** By signing the Application or otherwise accepting these terms and conditions you:
- (a) acknowledge that there may be consequences as a result of transferring your existing services to us arising from your contract with your current Supplier and understand that it is your responsibility to check the terms and conditions of any existing contracts that relate to the services being transferred;
  - (b) authorise us to sign on your behalf and in your name forms of authority to your current Supplier to transfer your accounts into our name; and
  - (c) authorise your current Supplier of telecommunications services to transfer to us all telecommunications services relating to the telephone numbers transferred to us; and
  - (d) will remain responsible for all amounts owing to your current Supplier of telecommunications services for any services they supply, or have supplied, to you.
- 4.3 Credits:** If your current Supplier credits us with any amount concerning services provided before the date of transfer, we will credit that amount to your account.
- 4.4 Charges for Transferred Services:** If your current Supplier raises a proper charge relating to a service it provided to you before the commencement of Services under clause 3.2, we will advise you accordingly, and you must pay your current Supplier (or us, if we include the charge in our invoice) that amount. If you dispute the amount claimed, you must notify us in writing.
- 4.5 Indemnity:** We will not accept any liability for any amounts owing by you to your current Supplier for services which your current Supplier provided to you prior to the commencement of Services under clause 3.2. You must indemnify us against any claims made by your current Supplier to us in relation to any such amounts.

### 5.0 TRANSFER OF SERVICES FROM US TO ANOTHER SUPPLIER

- 5.1 Transfer:** If in the future you ask us to transfer any of the Services to another Supplier, then you remain responsible to us for amounts payable prior to the transfer, and you will immediately pay us that amount on receipt of our invoice.
- 5.2** If after the transfer you elect to use any of our Services by the use of an override code, you agree to pay us for any charges incurred for those Services.
- 5.3 Termination of Services:** You must notify us in accordance with clause 9.1 if you wish to terminate a Service. The provision of that Service will cease upon transfer to another Supplier.
- 5.4 Billing:** We will endeavour to bill you for those Services within the next normal billing period but we reserve the right to issue subsequent invoices in relation to unbilled fees and charges.
- 5.5 Dispute:** If we become aware of other proper charges (including fees payable to any other Supplier) for those Services up to the date of transfer, or we resolve any dispute so that any liability of ours relating to those Services is quantified, then you will immediately pay us all such amounts on receipt of our invoice.

**5.6 Credits:** We will credit you with any amount credited to us by another Supplier for those Services provided up to the date of transfer.

**6.0 PERSONAL INFORMATION**

**6.1** We may collect personal information about you ("your personal information").

**6.2** You acknowledge and agree that:

- (a)** We may collect your personal information from you or (subject to the requirements of Part IIIA of the Privacy Act) from a credit provider or credit reporting agency. If we do not collect your personal information we may not be able to provide the Services to you.
- (b)** We may use your personal information:
  - (i)** to assess any application by you for credit or commercial credit to be provided by us;
  - (ii)** to conduct ongoing credit management of your account, including credit checking and scoring;
  - (iii)** to collect payments that are overdue in respect of any credit or commercial credit provided by us;
  - (iv)** to provide the Services to you (including the investigation or resolution of disputes relating to any Services provided to you) and to provide credit or commercial credit to you in respect of the Services;
  - (v)** to provide information to you about other goods or services which we or any of our Related Bodies Corporate or any of our partners and associates (such as telecommunication entities, providers of products, services which are related to the Services, media entities, event organizers, equipment suppliers and the suppliers of any other product or service with whom *Vonex Telecom* has engaged in a joint initiative) may offer to you;
  - (vi)** to carry out market and product analysis; and
  - (vii)** as otherwise authorised or required by law.
- (c)** At any time, we may disclose your personal information to a credit reporting agency:
  - (i)** to obtain a consumer credit or a commercial credit report about you;
  - (ii)** to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information we disclose to a credit reporting agency will be limited to identity particulars about you, the fact that you have applied for credit and the amount, the fact that we are a current credit provider to you, loan repayments that are more than 60 days overdue and for which debt collection action has started, information that in our opinion you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations) and cheques drawn by you for \$100 or more which have been dishonoured more than once.

- (d)** We may also disclose your personal information to:
  - (a)** other credit providers named in a consumer credit report we obtain from a credit reporting agency about you for the purposes of:
    - (i)** other credit providers named in a consumer credit report we obtain from a credit reporting agency about you for the purposes of:
    - (ii)** notifying other credit providers of a default by you; and
    - (iii)** exchanging information with other credit providers as to the status of any credit or commercial credit provided by us where you are in default with those other credit providers;

- (b) other Suppliers for the purpose of enabling us to provide the Services to you (including the investigation and resolution of disputes or complaints concerning the provision of the Services);
- (c) Related Bodies Corporate, our partners and associates (such as telecommunication entities, providers of products or services which are related to the Services, media entities, event organisers, equipment suppliers and the suppliers of any other product or service with whom *Vonex Telecom* has engaged in a joint initiative) so that they can provide information to you about goods and services they offer or so that we can provide information to you in conjunction with them;
- (d) government agencies or individuals appointed by a government (including the Telecommunications Industry Ombudsman and Australian Communications Authority) responsible for the investigation and resolution of disputes or complaints concerning your use of the Services for the purpose of enabling investigation and resolution of those disputes or complaints;
- (e) other entities with whom we have established or will establish an affinity program to enable you to participate in the affinity program;
- (f) Other entities who provide services to us related to the provision of the Services to you (including SMS, a mail house and resellers or contractors engaged by resellers) to enable them to provide those services to us or administer payment arrangements in connection with those services.

6.3 If required by law, we will provide you with access to your personal information that we have in our possession upon request.

6.4 If you change your address or other billing contact details, you must notify us within 14 days

## 7.0 YOUR COMPLIANCE

7.1 **Compliance:** You will ensure that you comply at all times with all laws and obligations, including licence conditions, applicable to the Services and their use.

7.2 You will not use the Service to transmit or publish any material which is defamatory of any person, or any material in breach of copyright or any obligations of confidentiality, or otherwise in breach of any law, and you will indemnify us for any loss or expense we suffer as a result of you doing so.

## 8.0 TERMINATION

8.1 **Termination:** Either of us may terminate the Agreement by giving 30 days written notice to the other.

8.2 **Immediate Termination:** We may terminate this Agreement immediately by notice to you if:

- (a) you have breached this Agreement;
- (b) a provisional liquidator, liquidator, receiver or receiver and manager or any other administrator of your business or assets is appointed or if you enter into any composition with your creditors; or
- (c) you change your address or billing contract details without notifying us in accordance with clause 6.4

8.3 You remain liable for all charges payable under the Agreement in respect of Services up to the time of termination.

8.4 If you are an individual, in the event of your death, *Vonex Telecom* reserves the right to terminate this Agreement without notice as soon as *Vonex Telecom* becomes aware of your death. All outstanding charges under this Agreement must be paid by your estate.



## **9.0 LIMITATION OF LIABILITY**

- 9.1 Performance:** Because the performance of some Services may be affected by your levels of use, the levels of use of other users and of facilities related to providing the Services, we do not warrant that Services will be free of blockages, delays or faults of this kind and we will not be responsible for any loss or damage which may result.
- 9.2 Warranties:** Except as provided in clause 10.1 and as required by law, and subject to clause 10.3, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise, relating to the provision by us of the Services are excluded, and we will not be under any other liability in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of the Services.
- 9.3 Limitation of Liability:** Our liability for any breach of any term, condition, warranty or under any remedy implied by law (which cannot be excluded), will be limited at our option to the repair or re-supply of equipment or Services or the payment of the cost of having the equipment or Services re-supplied.
- 9.4 No Liability:** We have no liability to you or to any other person for:
- (a) acts or defaults of other Suppliers;
  - (b) faults or defects in Services which are caused to any material extent by your own conduct or misuse; or
  - (c) faults or defects that arise in telecommunication services not provided under this Agreement (even if they are connected, with our consent, to Services which we have arranged under this Agreement) which are due to incompatibility with the Services.

## **10.0 CONFIDENTIALITY**

- 10.1** We retain all intellectual property rights in any information relating to the Services, the design or operation of our network and other technical information relating to the provision of the Services ("Confidential Information").
- 10.2** You will keep the Confidential Information confidential, and will not allow any written or electronically recorded material to be copied.
- 10.3** On the termination of this Agreement for any reason, you will return all Confidential Information to us. If you have destroyed these, or any of them, then you will give us a written declaration accordingly.
- 10.4** You will keep confidential the manner in which we arrange Services under this Agreement, including our charges and discounts, and other financial information.
- 10.5** You will not use information which you acquire from us for any purpose unauthorised in writing by us or in any manner which may cause us loss, whether by way of damage to our reputation, financial loss or otherwise.

## **11.0 FORCE MAJEURE**

- 11.1.** We are not liable for:
- (a) any delay in installing any Service,
  - (b) any delay in correcting any fault in any Service,
  - (c) failure or incorrect operation of any Service, or
  - (d) any other delay or default in performance under this Agreement, If it is caused by any event reasonably beyond our control, including but not limited to war, accident, act of God, industrial action, embargo, delay or failure or default by any other Supplier.

## **12.0. ASSIGNMENT**

- 12.1** You will not assign charge or otherwise deal with your rights under this Agreement except with our prior written consent.
- 12.2** We may assign all or any of our rights and obligations under this agreement at any time by notifying you in writing.

## **13.0 GENERAL**

- 13.1 Information:** We may give to and receive from other Supplier's information about your account, including particulars of calls and call charges.
- 13.2 Governing law:** This Agreement is governed by the laws of Queensland.
- 13.3 Entire Agreement:** This Agreement contains the whole understanding between us to the exclusion of any prior or collateral Agreement or understanding of any kind relating to the Services.
- 13.4 No reliance:** You acknowledge that you enter into this Agreement entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by us or on our behalf not expressly set out in this Agreement.
- 13.5 Release:** You accordingly release us and each of our officers, agents and advisers from all claims, suits and demands of every kind (including negligence) arising from the relationship of the parties concerning this Agreement before it was signed or otherwise accepted, and from the negotiations leading to it.
- 13.6 Waiver:** The failure by either party to exercise any right or remedy under this Agreement in a timely manner does not constitute acceptance of the matter which gave rise to the right or remedy, nor that party's waiver of such right or remedy.
- 13.7 Customer Service Guarantee:** To the extent applicable, the Customer Service Guarantee applies to the provision of Services under this Agreement. For information on the *Vonex Telecom* Customer Service Guarantee, visit the *Vonex Telecom* website at <http://www.Vonex Telecom.com.au/>.

**14.0 ADDITIONAL CHARGES**

**14.1**

Line Connection Description of service	Connection charge for first service <sup>^</sup>	Connection charge for each additional service <sup>*</sup>
<b>(i) Telephone line connection</b> A working telephone socket exists from a previous connection and a technician is not required to visit your business property or premises.	\$60.48	\$60.48
<b>(ii) Telephone like connection with a technician visit.</b> A previous telephone service existed at your business premises and a technician is required to visit your business property / premises to reconnect existing suitable cabling at the Main Distribution Frame (MDF) or first socket where no Main Distribution Frame exists.	\$128.14	\$77.40
<b>(iii) New Telephone line connection</b> <b>(a)</b> New telephone line connection - a telephone service has not previously been connected at your property or premises (although we may have previously installed cabling to your property or premises and you may be able to hear a dial tone); or <b>(b)</b> Telephone line connection with a technician visit with cabling work – a previous telephone service existed at your property or premises and one of our technicians is required to visit your property or premises to install and/or work on the cabling up to the main distribution frame or first socket where no main distribution frame exists.	\$306.47 <sup>°</sup>	\$183.70

Things you need to know

<sup>^</sup> Connection charge for first service (inc. GST)

<sup>\*</sup> Connection charge for each additional service connected at the same time (same premises, same customer) (inc. GST)

<sup>°</sup> Additional charges may apply for items such as cabling past the Main Distribution Frame MDF or first socket where no MDF exists, trenching or more difficult installations.

Type of charge:	Amount (inc GST)



**14.2 Residential Value Added Services**

Service	Description	Monthly cost
Call Connect	12456 is the service that finds the number you are looking for and connects you straight through. (** plus call charges apply if the call connection option is selected)	\$1.43**
Call Control	Call Control allows you to restrict the types of calls made from your home or company phone. You can choose to bar STD, international, 190, or local numbers	\$3.54
Call Forward	Call forward transfers calls from your home phone to a number you choose, be it your mobile, pager, answering service or another phone	Free
Call Forward Selected Callers	Choose which calls are forwarded to your mobile, pager, answering service or other phone numbers, from your home phone. You can have up to 15 numbers redirected.	\$2.86
Call Forward Set the time	Forward calls from your home phone to your mobile, pager, answering service or other phone numbers during times that you have specified. You can set up to 15 time periods during which your calls will be forwarded	\$4.29
Call Waiting	Call Waiting can let you know if a new caller is trying to contact you while you are already on the phone	Free
Calling Number Display	Calling Number Display lets you identify who is calling by displaying the caller's phone number. It also stores the date and the time of the call, as well as the phone numbers of people who hang up without leaving a message	\$14.14
Delayed Hotline	Delayed Hotline allows you to call a particular phone number without dialling. You just pick up the phone, wait four seconds, and the number will be dialled automatically	\$3.54
Voicemail	Voicemail provides an answering service for when your line is busy or you cannot get to the phone. This can be accessed from any Telephone	\$7.07
Multiple Number	Add an extra phone number to your existing phone line, as well as the option of separate billing for that number	\$7.07
Phone and Fax Multiple Number	Phone and Fax Multiple Number (Duet) Phone and Fax Multiple Number allows you to add a fax number to your existing phone line, giving you separate phone and fax numbers without installing a second line	\$7.07
Remote Access	Remote Access allows you to activate or change your Residential Home Line Features, from an external location	\$2.86
Silent/Private Number	The telephone number is automatically blocked when you make an outgoing call. Your number will not be listed in the White Pages or Directory	Free
Smart Ring	Smart Ring lets you identify who is calling by the sound of your telephone's ring. You can select up to three distinctive rings. Any calls not linked to a Smart Ring List are announced by the normal ring tone	\$5.20
Number Redirection	Number Redirection provides you with a call diversion service when you move home or business	\$26 per month post paid; Prepaid option of 3 months (\$33.80) 6 months (\$67.65) or 12 months (\$133)
Wide Area Call	Wide Area Call option offers un-timed STD voice calls to locations under 50km away. Vonex Telecom does not offer this as part of any of its call plans	