

Terms and Conditions

Agreement for Provision of Internet Services

You have requested that VoIPex Pty Limited ABN 66 102 443 532 ("VoIPex") provide you with access to the Internet (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").

This Agreement for the provision of the service is a continuing agreement on a monthly basis.

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

Agreements are renewed for the same term if no written instructions are received 30 days prior to renewal date.

Ending the Agreement

Either you or VoIPex may end this Agreement by giving one months 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 at times the number of users using the service will mean the service is slower or more limited than at other times or temporarily not available.

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

VoIPex reserves the right to close accounts that have not been active for a period of 90 days or greater. Upon closure of the account we will no longer accept email for your account.

VoIPex also reserves the right to charge an account administration fee of \$5.50 per month to those accounts which are deemed to be accessing mail or user hosting services from access service providers other than VoIPex.

VoIPex will provide you with a single electronic mail ("email") mailbox. You acknowledge that this email address will only be active while you maintain an account with VoIPex and that this account is not transferable to another Internet provider. Additional mailboxes may be available upon payment of an additional fee.

VoIPex reserves the right to delete email messages in your mailbox that have not been deleted within 90 days of receipt and to refuse mail if your total mailbox exceeds five megabytes in size.

VoIPex may choose to offer services with varying service and performance levels which may be less than those offered by our standard service.

You should refer to our web site or printed documentation for any limitations or conditions.

VoIPex will provide limited free support via telephone, facsimile, 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. Support is limited to our service and any access software we may choose to supply to you. 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.

How Will You Access the Service?

VoIPex will provide you with an account (your "account") giving you access to the service.

You will be provided with an individual identity code and a password which will allow access to your account.

Your password should be kept secret. Anyone who knows your password may use your account. You will be responsible for all charges to your account and any misuse of the system committed using your account. This liability applies whether it was you, someone authorised by you or an unauthorised person using your account.

You must not attempt to gain access to the service through someone else's account without their authority.

You must not attempt to guess someone else's password.

VoIPex will only provide you with your account. In order to access this you will need to provide a telephone line, compatible modem, suitable computer and appropriate communications software. Depending upon your platform, VoIPex may also provide access software for platforms such as Windows (98, 2000, XP, 2003) or Macintosh. You are not permitted to transfer or resell your rights to use this service or any other rights conferred on you by this Agreement.

Information and Content on the Internet

You are solely responsible for your selection and use of information accessed via the service. VoIPex do not control or edit the information available through the service in any way. You understand that some information available on the Internet may be offensive or accessing it may be illegal or leave you liable to claims by other parties. You accept all responsibility for the selection of information accessed through your account by you or any other person.

You must not place on the Internet, obtain through the Internet or transmit using the Internet, Prohibited Content or Potentially Prohibited Content (within the meaning contained in the Broadcasting Services (Online Services) Amendment Act 1999). You must not knowingly place invitations or directions (including hyperlinks) to Prohibited Content or Potentially Prohibited Content.

You acknowledge that under direction of a relevant authority, such as the Australian Broadcasting Authority, VoIPex may be required by law to remove any Prohibited or Potentially Prohibited content from your Web Site or a database.

You understand that the service and the Internet may not be secure or confidential and that information or electronic mail transmitted may be intercepted or read by an unauthorised person. You are responsible for the selection and use of any security features in relation to Internet transmissions. VoIPex is not responsible for any revelation of confidential information occurring through the service.

You acknowledge that there is potential risk of damage to your software, hardware or stored information through computer malfunctions, viruses or worms, which your computer may be exposed to through use of the service. VoIPex is not responsible for any damage suffered as a result of exposure to these or other potential dangers. You are responsible for the initiation and maintenance of any security features, software or procedures to minimise these types of risks.

You are responsible for the supervision and control of any person under the age of eighteen's access to the Internet via your account.

What are Your Duties in relation to the Internet and to Other Users?

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

You must not transmit or propagate on the Internet any viruses or worms, any harassing or threatening electronic mail, any forged messages or Usenet news postings. You must not attempt any unauthorised entry to other machines accessible by the service.

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.

Much of the information available on the Internet is subject to copyright or other intellectual property rights. You must not do anything which may constitute an infringement of these rights.

Certain general rules of acceptable behaviour are observed by Internet users and newsgroups. Actions contrary to these general rules are an unwelcome misuse of the Internet and will constitute a breach of this agreement. These rules include, but are not limited to, a prohibition against mass postings of messages to inappropriate newsgroups or mass unsolicited emails. You must post advertisements only where it is appropriate and always respect the particular conventions and rules of newsgroups.

VoIPex may notify you from time to time of operating rules relating to use of the service. This includes the Acceptable Use Policies listed on the VoIPex web site at <http://www.voipex.com.au>. You agree you will

observe these rules. Failure to do so will be a breach by you of the Agreement entitling VoIPex to immediately terminate the Agreement and the service.

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.

Telecommunications Costs

You are responsible for any costs between your telephone service and the VoIPex dial in location you select, including long distance charges if applicable.

How and How Much do you Pay?

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

All billing details regarding call duration are calculated from the end of the call on that date and calculated based on that billing cycle. Should a call commencing prior to midnight on the last day of the month end after midnight, the billing details will appear in the next month's statement. All plans are charged from the start of the calendar month.

Time charges are calculated to the next minute in minute increments with a minimum five minute charge. Prepaid hours not used within the designated month do not carry forward to the next month.

A download is defined as all traffic received via your account including email, file downloads, web pages and other materials received via your account. For billing purposes VoIPex defines a megabyte as 1,000,000 bytes.

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"). All taxes payable including GST will be borne solely by you as of post 30 June 2000. Where charges are paid in advance, the portion of charges relating to post 30 June 2000 will be subject to GST.

Accounts

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

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

DISCLAIMER: These terms and conditions were last updated on the 15th November 2006. All customers were notified by email of the updated terms and conditions.