

# VoIP Terms and Conditions



## Agreement for Provision of VoIP Services

You have requested that Voipex Pty Limited ABN 66 102 443 532 ("Voipex Pty Limited ") provide you with a Voice over IP Telephone Service/s (the "service"). The basis for the provision of the service by Voipex Pty Limited 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 Pty Limited may vary the terms of this Agreement at any time by giving you 14 days' notice.

You cannot impose on Voipex Pty Limited 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 Pty Limited 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.

## Voice over IP Telephone Services

1. The service includes your Voice Over IP monthly access fee, plus any other additional products subscribed by you.
2. The service will allow you to make calls to the following:
  - a. VoIP to National calls. (Calls made to any telephone number in Australia that has an Australian area code as well as calls to telephone numbers starting with 13, 1300 and 1800; calls to premium rate and directory assistance services
  - b. VoIP to Mobile calls. (Calls made to mobile telephone numbers beginning with the prefix 04).
  - c. VoIP to International calls. (Calls made telephone numbers with a prefix of 0011 and a country code).
  - d. Any other telephone numbers or products that become available.
3. Our Call Charges specify rates for calls to Destinations. Destinations are usually countries but may refer to other geographic entities. Within Destinations Call Charges may vary based on the type of service being called, for example, calls to traditional services and calls to mobile services.
4. We acquire the ability to complete calls in an international market for services. We occasionally change the supplier of a service or the supplier changes the price they intend to charge us. As a consequence, call charges to destinations are subject to change at any time. This does not apply to any Call Charge specifically referred to in your Plan.
5. Voipex Pty Limited endeavours to provide quality carriage service to its customers but cannot guarantee fault free or uninterrupted service due to factors beyond its control. These factors may include, but are not limited to, external & overseas carriers, equipment not supplied by Voipex Pty Limited, quality of lines & cables as well as force majeure events.

## Your Obligations

6. It is your responsibility to take the necessary precautionary measures to ensure your computer and other associated system or device is secured. If your Device is stolen or if you become aware at any time that your Service is being stolen or fraudulently used, you agree to notify Voipex Pty Limited immediately, in writing or by calling the Voipex Pty Limited customer support line. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as Voipex Pty Limited receives notice of the theft or fraudulent use, you will be liable for all use of the Service using a Device stolen from you and all stolen Service or fraudulent use of the Service.

## Accounts

7. All VoIP service fees and other product charges associated with the service are billed one month in advance, and all call costs incurred by you in the preceding month are billed in arrears, with all accounts emailed to you on the first business day of each month.
8. 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.
9. 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.
10. 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.
11. Payment method is only by way of direct debit or credit card.

## Call Charges

12. A call is charged when it is answered by the called party or by an answering machine, or by other means which provides announcements for wrong number, service switch off or disconnect service.

## Call Limits

13. New customers are subject to call limits within their first month of usage. These call limits are as follows:
  - a. International and toll calls are barred on all new accounts for the first 30 days. Barring may be removed upon successful credit checks after the first 30 days.
  - b. Residential customers are subject to a call limitation of \$40 worth of calls within the first 30 days of service. This limitation may be removed subject to a successful credit check.
  - c. Business customers will be charged the monthly fee for their plan upon signup and will be limited to the Included Calls amount of their plan for the first 30 days of service. This limitation may be removed subject to a successful credit check.
  - d. Corporate customers will be charged 25% of the minimum spend for their plan upon signup and will be limited to 150% of the minimum spend of their plan for the first 30 days of service. This limitation may be removed subject to a successful credit check.

## **Service Access**

14. You acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may not be provided by Voipex Pty Limited) and does not function in the event of power failure.
15. You acknowledge and understand that power or service outages or suspension or termination of service by your broadband provider and/or ISP or by Voipex Pty Limited will prevent ALL Service dialing until such time as the outage is restored by third parties or your Voipex Pty Limited service is restored (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

## **Contract Term**

16. This Agreement will commence when the service has been established and the customer has been sent notification of access details via the customers registered email address, and continue until the end of the contracted term, after which the Agreement will continue on a monthly basis until the Service is terminated in accordance with this Agreement.

## **Ending the Agreement**

17. Either you or Voipex Pty Limited may end this Agreement by giving one months' notice to the other party. Voipex Pty Limited 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.
18. Where you end this Agreement before the end of the contracted period the balance of the contract must be paid.
19. Discontinuing the use of the Voipex Pty Limited VoIP service by the customer does not automatically lead to service termination. Customers are liable to all fees and charges incurred until a written notice to cancel the service is received by Voipex Pty Limited.