



Standard Form of Agreement

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1. About these terms and conditions

1.1 Under the Telecommunications Act 1997, Voipex Pty Limited (VoIPex) may contract with its customers either on an individual basis or by way of a standard form of agreement ('SFOA'). VoIPex has chosen to supply Services to You by way of a SFOA. The terms and conditions constituting VoIPex's SFOA are set out below. When You acquire a Consumer Service from VoIPex, these terms and conditions will apply to You.

1.2 The VoIPex SFOA is divided into the following sections:

- a. General Terms and Conditions; and
- b. Specific Service Terms and Conditions which include the general features, types of Charges, provisioning and maintenance which apply to a specific Service.

1.3 To understand Your rights and obligations You need to read the General Terms and Conditions, together with the Specific Service Terms and Conditions which relate to the Service which You acquire from Us.

1.4 To the extent that there is any inconsistency with the General Terms and Conditions and the Specific Service Terms and Conditions, the Specific Service Terms and Conditions apply.

1.5 When You sign up for a specific Service plan with Us, there will be terms and conditions relating to that specific Service plan including details of the contract period, if any, and specific pricing details. These specific Service plan terms and conditions are set out on the VoIPex web page and contain the details of the relevant Service. You will also first have to agree to these terms and conditions:

- a. Verbally if You sign up to a particular Service via the telephone; or
- b. on the VoIPex Internet site, before We will agree to provide You with that specific Service. Your contract with Us will also include the specific Service plan terms and conditions.

Becoming a VoIPex customer

1.6 When You ask Us to provide a Service, We decide whether to supply it to You based on:

- a. the Service to be provided;
- b. Your eligibility for the Service;
- c. its availability to You; and
- d. You meeting Our credit requirements.

1.7 The contract between Us and You begins when We accept Your application for the supply of a Service.

No contract term for a service

1.8 If We provide a Service to You without a fixed contract term, We will provide the Service in accordance with this SFOA and the terms and conditions for the specific Service plan until the Service is cancelled under clause 9 below.

Service with contract term

1.9 If We provide a Service to You with a fixed contract term, We will provide the Service to You in accordance with the SFOA and the terms and conditions for the specific Service:

- a. for the fixed contract term; or

- b. Until the specific Service is cancelled under clause 9 below.
- 1.10 If neither You nor We cancel the specific Service at the end of the fixed contract term or if the specific Service is not cancelled under clause 10 below, We will continue to provide the Service on a month to month basis in accordance with this SFOA and the Specific Service Terms and Conditions.
- 1.11 If You do not wish to continue to use the specific Service on a month-to-month basis after the end of the fixed contract term, You must give Us 30 days notice of Your intention to cancel the specific Service. We will notify You at least 45 days before the end of any fixed contract term to give You sufficient time to decide whether to continue the Service on a month-to-month basis.

2. How we communicate

- 2.1 We prefer to communicate with Our customers by email or through Our website. Unless You request printed invoices, for which We may charge a fee. We make invoices and other notices available through a password-protected secure account management page on Our website at www.voipex.com.au.
- 2.2 The presentation of bills or any other notices may be adversely affected by equipment or conditions beyond Our control. It is Your responsibility to notify Us if the presentation of any bill or notice sent to You is adversely affected. If You fail to pay an outstanding amount because of a presentation problem, We will give a reasonable time to pay any outstanding balance after the presentation problem has been identified before We take any action under this contract.
- 2.3 If You acquire a Service that includes a primary email address as part of that Service, You agree that:
 - a. We may give You notices under this SFOA by sending an email to that address;
 - b. It is Your responsibility to check Your email regularly and make sure that Your email facility is capable of receiving emails from Us. (You may contact VoIPex Customer Support on 02 4957 8997) if You are having difficulties with Your VoIPex email account); and
 - c. The notice is deemed to have been delivered to You at the time that Our email message leaves Our computer system unless, with 24 hours of sending, We receive a notification that the email has not reached its destination.

3. Your responsibilities

Payment for service

- 3.1 Other than in circumstances where We have incorrectly charged You for use of Your Service, You are responsible for and have to pay for any use of Your Service, whether You authorise it or not. As You are in the best position to monitor and control Your account usage, please ensure that You regularly review Your account to ensure that it is not being used without Your authorisation. You can access Our online account management system at www.voipex.com. If You believe that Your account is being used without Your authorisation, please contact us immediately.

- 3.2 If You do not disconnect Your Service when You vacate Your Premises, You have to pay for any use of the Service by later occupants or others. We therefore suggest that You make every effort to ensure the disconnection of Your Service when You vacate Premises.

Access to premises

- 3.3 We may need access to Your Premises. You agree to provide Us safe access to Your Premises to:
- a. Install Equipment for a Service You have asked for;
 - b. Inspect, test, maintain and repair or replace Equipment; and
 - c. Recover Our Equipment after Your Service is cancelled.
- 3.4 If You do not own Your Premises, You have to get the owner's permission for Us to access the Premises and install any Equipment.
- 3.5 You owe Us the value of Our Equipment as a debt due if We cannot access Your Premises to recover it.

4. Use of the service

- 4.1 Where the SFOA and/or the Specific Service Terms and Conditions state that a Service is provided for a particular purpose, You must only allow the Service to be used for that purpose.
- 4.2 In some circumstances We may monitor usage of Your Service for excessive or unusual usage patterns, but We do not promise to do so. You are responsible for monitoring the use of the Service.
- 4.3 You may not use a Service to commit an offence or allow anybody else to do so.
- 4.4 You are responsible for ensuring that no one interferes with the operation of a Service or makes it unsafe.
- 4.5 You must follow Our reasonable instructions if We determine that Your use of a Service interferes, or threatens to interfere, with the efficiency of Our Network or Our suppliers' Networks.
- 4.6 You must follow Our Acceptable Usage Policy when using Our Services. These policies can be found at <https://www.voipex.com.au/documentation/>
- 4.7 In calculating usage, 1GB (Gigabyte) is equal to 1000MB (Megabytes) and 1MB is equal to 1000KB (Kilobytes).

5. Liability

- 5.1 Our liability to you
- a. As Your Service is provided to You 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;
 - b. We are liable to You for breach of contract or negligence under the principles applied by the courts, and subject to clause 5.2 below;

- c. 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;
 - d. 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; and
 - e. Subject to clause 5.2 below, 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.
- 5.2 Our goods come with unconditional guarantees under consumer protection legislation, including that they will be reasonably fit for their purpose and match any description or sample, and Our Services come with unconditional guarantees that they will be rendered with due care and skill and be reasonably fit for their purpose. Subject to clause 5.1(c), You are entitled, at Your option, to a refund, repair or replacement of the goods or Service for a major failure and for compensation for any other reasonably foreseeable loss or damage.

Your liability to us

- 5.3 You are liable to Us for breach of contract or negligence under the principles applied by the courts. However, You are not liable to Us for any loss to the extent that it is caused by Us, for example, through Our negligence or breach of contract.
- 5.4 The provisions set out in this clause 6 will continue unaffected by cancellation or suspension of Your Service.

6. Maintenance and repair of services

General maintenance of the service

- 6.1 We will use reasonable care and skill in providing the Services. Given the nature of telecommunications systems, including Our reliance on systems, Equipment and services that We do not own or control, We cannot promise that Our Services will be continuous and fault free. This does not affect Your rights under the statutory warranties as described in clause 5.2.

In addition to services we provide on our own network, VoIPex supplies telecommunications services through a number of wholesale service partners:

nbn co.

Phone: 1800 687 626

Mail: Tower 5, Level 14 727 Collins Street Docklands VIC 3008 Australia

Vocus

Phone: 1800 023 375

Mail: Level 10, Flinders Street, Melbourne, VIC 3000

Optus

Phone: 1300 727 414

Mail: 1 Lyonpark Rd, Macquarie Park NSW 2113

Maintaining the service

- 6.2 Unless We advise You otherwise, We maintain the Services for as long as they are offered to You.
- 6.3 In certain circumstances We are required to repair any faults to the VoIPex Home Phone Services within certain regulatory timeframes. For further details read the Customer Service Guarantee for Standard Telephone Services which can be found at <https://www.voipex.com.au/documentation/>

Equipment

- 6.4 **Broadband**
For your internet service you need a nbn Network Termination Device (NTD) and/or a nbn compatible modem/router. For legacy ADSL services you will need an ADSL modem. You may opt for a VoIPex supplied modem or source your own third-party equipment. If you choose to use your own equipment VoIPex may only be able to provide limited support.

Mobile

For your mobile service, you will need a 4G Compatible Mobile Handset. VoIPex can supply a range of mobile handsets, or you can purchase your own through an alternate supplier.

Homephone

For your PSTN service an active telephone line and a telephone handset is required to use this service.

For your VoIP service an active internet connection and VoIP compatible handset is required to use this service.

- 6.5 Where You use Equipment that does not belong to us in the course of utilising Our Service, You are responsible for maintaining and repairing that Equipment. We will not be responsible for any faults resulting from Your failure to maintain and repair that Equipment.
- 6.6 Where Your Equipment causes 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. We will tell You the amount of the call-out fee and the hourly rates We charge for repairing faults before We start work.
- 6.7 The nbn Network Termination Device (NTD) remains the property of nbn co and must not be removed from the premises.
All mobile sim cards supplied by VoIPex are for use in 4G Compatible Mobile Handsets or tablet devices only. Mobile sim cards must not be tampered with or modified. Mobile sim cards are not required to be returned at the end of the service relationship. Postage and handling fees may apply.
- 6.8 You are responsible for any Equipment at Your Premises, including any that belongs to Us. You must pay Us for any loss or damage to Our Equipment at Your Premises, fair wear and tear excepted.

Your equipment

- 6.9 You must only connect equipment that complies with relevant technical standards and other relevant requirements. For these standards see the website of the Australian Communication and Media Authority: www.acma.gov.au.

- 6.10 You must make any reasonable changes to Your equipment when We ask You to do so to avoid any danger or interference.
- 6.11 You must advise Us of any changes to Your equipment and/or telecommunications services that may affect Our ability to provide Services to You.

7. Charges and payment

Charges

- 7.1 The Charges payable for Our Services are set out on the web page setting out the plans for those Services and can be found at www.voipex.com.au.
- 7.2 When You apply for a Service from Us We will go through the Charges for that specific Service with You. Some of these Charges will be fixed for the duration of a fixed contract term, for example monthly access fees. Some Charges will be subject to change without notice. International calling Charges or Charges for calling certain numbers (such as 1300 numbers) change from time to time – You can always find the current rates on Our website. You are required to pay some particular Charges in advance.
- 7.3 If You use Our Service to access a service provided by someone else, and We are charged for that other service, You must pay Us for that other service.

Bills

- 7.4 You can access Your current Charges at any time using the account management tool available at www.voipex.com.au.
- 7.5 We also issue bills setting out the Charges for Your Services regularly and these bills are sent to You using an agreed billing notification method.
- 7.6 There may be circumstances where for credit management and usage monitoring purposes We issue an interim bill.
- 7.7 We try to include all Charges relating to a billing period on a bill. Where that does not happen, bills may include Charges from previous billing periods. We may not set out Charges that were incurred more than 160 days prior to the date of a particular bill.
- 7.8 We try to ensure that Our bills are accurate and verifiable. Our records are sufficient proof that a Charge is payable unless Our records are shown to be incorrect.

Direct debit and credit cards

- 7.9 We prefer to process payment for Our Services by way of debiting Your credit card or direct debit account.
- 7.10 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.

Late or dishonoured payments

- 7.11 If You do not pay a bill by its due date, We can charge You a late payment charge as set out in clause 7.16.
- 7.12 If You pay a bill by direct debit and the payment declines, You must also pay Us all fees associated with the direct debit decline other than where We are at fault.

7.13 We can also suspend or cancel Your Service provided We comply with Our rights to suspend or cancel Your Service as set out in clause 9 below.

Adjustments

7.14 We can pay You amounts We owe You by deducting them from amounts You owe Us.

7.15 If You pay any Charges in advance, for example monthly access fees, and they are varied or the Service is cancelled, We will refund You any overpayment and You have to pay Us any underpayment. This clause does not detract from any obligations You may have to give notification to cancel a Service, or to pay early termination fees where applicable.

Charges that apply to all services

7.16 Administrative Charges may apply to Services supplied by Us:

- a. Printed invoices: If You wish to receive paper invoices from Us, You will be charged a fee per invoice;
- b. Payment by direct debit: If You pay Us by means of direct debit from an Australian bank account, a service fee per transaction applies;
- c. Direct debit declined charge: If a direct debit transaction is not processed successfully, except where caused by Our error or the error of Our supplier, a charge declined transaction will apply;
- d. Late payment charge: Where You have not successfully made payment within at least 14 days after payment is due, a Charge may apply; and
- e. Debt Collection: Where a payment is due by more than 28 days and We refer the debt to Our lawyers or a third party, a debt collection administration Charge may apply.

7.17 The amount for Our administrative Charges can be found on Our website at www.voipex.com.au. In addition, We will have informed You of the exact Charges for printed invoices and payment by direct debit at the time when You sign up to a VoIPex Service for a fixed contract term. Any changes to the Charges for printed invoices and payments by direct debit will be dealt with as a contract amendment in accordance with clause 10.

8. Credit checks and security bond

Credit checks

8.1 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

8.2 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.

- 8.3 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.
- 8.4 Our acceptance of any form of security or advance payment does not affect any other rights or obligations under this SFOA.

9. Cancelling or suspending your service

Your rights

- 9.1 You may cancel a Service at any time by giving Us 30 days written notice of Your intention to do so.
- 9.2 If You cancel your Service before Your fixed contract term for Your Service has expired, for example, You cancel Your Service 11 months into Your 24 month fixed contract term, We can charge You an early termination fee. The amount of the early termination fee will depend on the Service You acquire and when You terminate, and will be set out on the web page containing the plans for Your Service and in the Specific Service Terms and Conditions for Your Service at the time of signup. These can be found at www.voipex.com.au. In addition, We will have informed You of the exact early termination fee at the time when You sign up to a VoIPex Service for a fixed contract term.
- 9.3 If You cancel a Service before We have provided it to You, We can charge You any reasonable costs We incurred while preparing to provide the Service to You.

Material breach by us

- 9.4 You may cancel Your Service at any time if:
- We are in material breach of the SFOA, for example We fail to use reasonable care and skill in providing the Service to You; and
 - You have told Us in writing of Our material breach and We have failed to remedy it within 14 days of Your written notice; or
 - The material breach is something We cannot remedy, in which case You can terminate the Service immediately by telling Us.
- 9.5 We will not charge You an early termination fee if You cancel Your Service as a result of Our material breach.

Your other rights to cancel

- 9.6 You can also cancel Your Service by providing Us with reasonable notice if:
- We become bankrupt or insolvent or appear likely to do so;
 - The law requires You to do so; or
 - the provision of the Service becomes illegal.
- 9.7 We will not charge You an early termination fee if You cancel a Service for the reasons set out in clause 9.6. above.

Our rights

- 9.8 Where You acquire a Service on a month by month basis We can cancel Your Service at any time if We:

- a. Get Your consent;
 - b. give You 30 days written notice, or as otherwise agreed between You and Us; or
 - c. Migrate Your Service to a Service that is not materially worse than Your existing Service.
- 9.9 Where You are a fixed contract term customer, We can cancel Your Service before the end of the fixed contract term at any time, if:
- a. We get Your consent to do so;
 - b. We appropriately offset the effect of the cancellation on You, for example, by providing an appropriate credit or rebate to You;
 - c. We migrate You to a Service that is not materially worse than Your existing Service for the remainder of Your fixed contract term; or
 - d. We offer to migrate You to an alternative Service for the remainder of Your fixed contract term and We offset any material detrimental effects of the migration caused by any material differences between the cancelled Service and the alternative Service We offer.
- 9.10 If We cancel Your Service under clause 9.9 above, We will not charge You an early termination fee.

Material breach by you

- 9.11 We can cancel Your Service at any time, if:
- a. You are in material breach of the SFOA; and
 - b. We have notified You in writing of Your material breach and You have failed to remedy it within 14 days of the date of the notification; or
 - c. The material breach is something that cannot be remedied, in which case We reserve the right to cancel Your Service immediately.
- 9.12 You will be in material breach of the SFOA if You:
- a. Do not pay the Charges for the Services when they become due and payable as specified in clause 8 of the SFOA;
 - b. Use Your Service in a way which We reasonably believe is fraudulent, poses an unacceptable risk to Our security or Network capability or that of Our suppliers or other customers, or is illegal, or to conduct a business; or
 - c. Breach any of Your obligations under the VoIPex Acceptable Usage Policy.
- 9.13 We can charge You any applicable early termination fee if We cancel Your Service under clause 9.12 above.

Suspension of your service

- 9.14 We can suspend or restrict the provision of Your Service during the period before We cancel Your Service because You are in material breach of the SFOA. If You ask Us to reconnect Your Service following suspension for failing to pay an account, You will have to pay Us a reconnection fee. Even while suspended, You may terminate the Service under clause 9.1 (subject to any early termination fee in accordance with clause 9.2), in which case We will not charge You for (and rebate if necessary) any fixed fees during the period of suspension.

9.15 If any suspension lasts for more than 7 days, We will not charge You any fixed fees during the period of suspension, but We may charge You a reconnection fee to restore Your Service.

Our other rights to cancel, suspend or restrict your service

9.16 We can cancel, suspend or restrict Your Service by providing You with reasonable notice if:

- a. the law requires Us to do so;
- b. the Service becomes illegal or We believe on reasonable grounds that it may become illegal;
- c. You die;
- d. there is an emergency that affects Our ability to provide the Service;
- e. We are unable to provide the Service to You due to events outside Our reasonable control, such as failure in Equipment that is not owned or operated by Us, an industrial strike or an act of God; or
- f. We reasonably believe that providing the Service may cause death, personal injury or damage to property.

9.17 We will not charge You for (and will rebate if necessary) any fixed fees during any period of suspension under clause 9.16 exceeding 24 hours. We will not charge You any applicable early termination fee if We cancel Your Service under clause 9.16 above.

9.18 You may also terminate Your Service without incurring an early termination fee if suspensions under clause 9.16, or interruptions of the Service:

- a. last for 5 consecutive days ; or
- b. over a 12 month period amount to a total of 14 days.

9.19 We can also cancel, suspend or restrict Your Service by providing You with reasonable notice if:

- a. We cannot enter Your Premises because of Your act or omission when We need to do something in connection with the Service in order to supply the Service or make the Service or related Equipment safe;
- b. You become bankrupt or insolvent or reasonably appear likely to do so;
- c. You vacate the Premises to which the Service is connected;
- d. There is excessive or unusual use of the Service that is in breach of any VoIPex Acceptable Usage Policy that applies to the Service. The VoIPex Acceptable Usage Policy can be found at www.voipex.com.au; or
- e. We reasonably consider that You pose an Unacceptably High Credit Risk to Us.

9.20 We can charge You any applicable early termination fee if We cancel Your Service under clause 9.19 above.

9.21 If termination occurs under clause 9.19(c) when You leave Premises to which the Service is connected, We will waive the early termination fee if We are able to provide an equivalent Service from Your new premises that does not require Us to pay a new establishment fee to Our supplier, and You agree to receive the Service at the new premises. If We cannot supply such a Service from the new premises but You agree to receive a similar Service that requires

Us to pay a new establishment fee to Our supplier, We will reduce the early termination fee to take into account any minimum commitment You make in connection with the new service.

- 9.22 If We suspend or restrict Your Service under clause 9.19, You may terminate the Service under clause 9.1 (subject to any early termination fee in accordance with clause 9.2) in which case We will not charge You for (and rebate if necessary) any fixed fees during the period of suspension.

Maintenance and repair work

- 9.23 We can suspend or restrict Your Service temporarily if We reasonably believe it is desirable to do so in order to maintain or restore part of a third party supplier's Network. We will try to perform maintenance and repair work at times that will cause the least inconvenience to Our customers. We will not charge You for (and will rebate if necessary) any fixed fees during any period of suspension exceeding 24 hours. If We have no alternative but to cancel Your Service due to necessary maintenance or restoration of any part of a third party supplier's Network, We will not charge You any applicable early termination fees. You have the right to terminate the Services if any of the events in clause 9.18 arise.

If you use the service for business purposes

- 9.24 We will provide the Service to You on the condition that Your use of the Service is for personal, household or domestic purposes. If We reasonably believe or You notify Us that You are using the Service for any business purposes, We can ask You to cancel the Service and contract with Us for the supply of a suitable business service. If You do not agree to cancel the Service and contract with Us for the supply of a suitable business service, We can cancel Your Service by giving You 30 days written notice and charge You any applicable early termination fee.

Refunds of prepayments

- 9.25 If Your Service is cancelled under this clause 9, We will refund to You any unused portion of Your monthly access fee if this has been paid in advance and any other amount You have prepaid. However, We can deduct from Your refund any amounts that You owe to Us. This clause 9.25 does not detract from any obligations You may have to give written notification to cancel a Service, or to pay early termination fees where applicable.

10. Amending these terms and conditions

Fixed contract term customers

- 10.1 Your monthly access fee, minimum monthly fee, or any early termination fee applies for the term of Your fixed contract term and We cannot change these without Your informed consent.
- 10.2 In all other circumstances, We may amend these terms and conditions as set out below.

Changes that benefit you

- 10.3 If We reasonably believe that the amendment to the SFOA will benefit You or have a neutral impact on You We can make the amendment immediately. For example, We do not have to give a period of notice to You when We reduce call rates or increase Our obligations to You. We will take reasonable steps to bring the general nature of such changes to Your attention

(for example, by informing You in a bill that Our current terms and conditions have changed and can be viewed on Our website).

Changes that may adversely impact you

- 10.4 Where We reasonably believe that the amendment to the SFOA will have a minor impact on You, We will give You 30 days written notice of the change being implemented by bill message, direct mail or email. We will use this method of notification for example where We withdraw a minor feature of a Service.
- 10.5 If the change referred to in clause 10.4 above will have more than a minor impact on You, We will allow You to cancel the contract without incurring any early termination fees.
- 10.6 Where We reasonably consider that an amendment to the SFOA will result in more than a minor detrimental impact to You, We will give You individual notice 21 days prior to the amendment taking effect by bill message, bill insert, direct mail or email, if You have provided an email address for the purpose of receiving notices from Us.
- 10.7 If any amendment to the SFOA would have a material adverse impact on You, You may elect to cancel Your Service without incurring any early termination fees or other penalty and without being bound by the change.

11. Other matters

If any term, or part of a term in this SFOA is void or unenforceable, that term, or part, is taken to be removed from the SFOA and not to form part of it. The remaining terms continue to have full effect.

Meanings of words

Charge means a charge specified in the SFOA or for any Service provided by Us to You.

Consumer means a person who ordinarily acquires the Services from Us.

Equipment means a 'Facility' under the Telecommunications Act 1997 and includes any line, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.

GST means the tax imposed by A New Tax System (Goods and Services Tax) Act 1999.

Network means a 'telecommunications network' as defined under the Telecommunications Act 1997.

Premises means any land, building, structure, vehicle or vessel whether owned, leased or occupied by You, containing Equipment or a Service, or to which a Service is supplied.

Privacy Act means the Privacy Act 1988 (Cth), as amended from time to time.

Service means any service that We supply to You for personal, domestic and household purposes only, including any goods or Equipment provided in connection with the service, and excludes the use of the service for the conduct of a business.

Unreasonably High Credit Risk means there is some doubt in Your ability to pay amounts owing by the due date based on factors such as:

- a. previous payment history and payment behaviour, e.g. late payments, dishonoured payments or failure to pay;
- b. any previous advice from You about a potential inability or unwillingness to pay;

- c. Your usage of the Service is inconsistently high when compared with previous usage patterns;
- d. Your response where We have told You of this unusually high usage; or
- e. pending bankruptcy or insolvency.

We/Us/Our/VoIPex means Voipex Pty Ltd ABN 66 102 443 532

You/Your means the customer who contracts with Us for a Service, including for supply of that Service to another person, or who seeks to acquire a Service from Us.