

What are our Terms and Conditions?

- Our Terms and Conditions, also known as a Standard Form of Agreement, set out basic rules and understandings of what you can expect from us, and what we can expect of you.

Who are Consumers?

- You are a consumer if;
 - You are using your service primarily for personal or household use (this includes working from home for an employer) and
 - The service you are consuming is one that is normally purchased for personal or household use.

Who are Business Clients?

- You are a business client if;
 - You are a business, not for profit, registered charity, body corporate, partnership, sole trader, or any other non-consumer entity, and
 - You have a monthly spend with us of less than \$3,000 (ex GST).

Who are Corporate Clients?

- You are a corporate client if;
 - You are a business, not for profit, registered charity, body corporate, partnership, sole trader, or any other non-consumer entity, and
 - You have a monthly spend with us of more than \$3,000 (ex GST).

The Agreement

- An agreement is formed when;
 - You apply for a service from us, and
 - We agree to supply the requested service to you.

Period of the Agreement

- For non-fixed-term contracts, the agreement will last until terminated by either party with 30 days' notice.
- For fixed-term contracts, the agreement will last for the minimum term as specified in the service description.
 - When a fixed-term contract expires;
 - It will revert to a non-fixed-term contract and
 - Will continue until terminated by either party with 30 days' notice.

Changes to the Agreement

- A non-fixed-term contract may be changed by us if;
 - You agree to the change.
 - The change will not adversely affect you.
 - If the change will adversely affect you, we will give you at least 30 days' notice of the change.
- Notice of changes to the agreement may be provided via;
 - Email or
 - As part of your bill.

Changes to our Terms and Conditions

- We may need to make changes to our terms and conditions from time to time and will be published on our website.

Accessing your Premises

- In order to supply or maintain our services, we, or our upstream providers may need to access your premises.
 - You agree to provide us with safe access to your premises.
 - We may need to install cabling at your premises.
 - You may be responsible for trenching to facilitate the installation of cabling at your premises.
 - We may need to install equipment in order to provide you with a service.
 - We may need to maintain or replace supplied equipment to keep a service running.
 - We may need to recover our equipment after the service is cancelled.
 - If you do not allow us to recover our equipment after the service is cancelled, you will owe us the value of the equipment.
- If you don't own your premises, you agree that;
 - You have the owners permission for us or our agents to;
 - Access the premises.
 - Install the required equipment and cabling to provide the service.
 - You indemnify us against any claim the owner may make against us for entering their premises.

Your Private Information

- In order to provide you with telecommunications services, we are required by law to collect private information from you.
- We will comply with our published privacy policy, which is available on our website.
- You agree that we may be required to pass on your private information to;
 - Upstream providers for the purposes of provisioning or maintaining a service.
 - The Integrated Public Number Database (IPND) for the maintenance of directories for emergency services (dialling 000 for example).
 - Credit reporting agencies for services provided where we are legally obliged to conduct credit checks.
 - Law enforcement agencies in situations where we are legally obliged to do so.

Usage

- You agree that without limiting your rights under legislation, we cannot be held responsible for loss to you due to faults or failures within our supplier's network infrastructure.
- You agree that you are responsible for all usage charges outside those included in the plan supplied, including but not limited to
 - Calls made
 - Messages sent
 - Data consumed
- You must not produce online material that is in contravention of any Australian State, Territory, or Commonwealth law, including the OSA (Online Safety Act 2021).
- You agree to use the services consistent with the spirit of any fair use policies that we may publish.

IP Addresses

- We may issue you with an IP address that may be either;
 - CGNAT (private);
 - Dynamic (public); or
 - Static (public).
- If we issue you with a static IP address, your right to use this address will end upon termination of the service.

Phone Numbers

- We may issue with a phone number.
- Phone numbers are issued in accordance with the Numbering Regulations.
- We may be obliged to recover or change a phone number to comply with applicable regulations.
- We will change your number if you require us to do so.
- You do not own the phone number, you just have a right to use it while you are subscribed to our services.
- If you transfer your number (port out) to another provider, you agree that;
 - You may be charged a port out fee.
 - You will be liable for any unbilled charges prior to the port out.
 - Porting out may cancel your service with us, including any other bundled products.
 - Porting out under a fixed-term contract may incur early termination charges.
 - We are not responsible for any losses due to failure to port the number to your new provider.
- If you cancel services with us before porting out your number you agree that;
 - You will lose the ability to port the number to your new provider.

Bills and Accounts

- Bills will be sent electronically to you to your preferred email address.
- Plan usage will be billed in advance, where service usage outside inclusions will be billed in arrears.
- Payment methods accepted are on each bill.
- Late payments may incur a late payment fee.
- Failure to pay after a reasonable amount of reminders may result in;
 - Service suspension.
 - Service termination.
 - Referral to a credit reporting agency.
 - Referral to a collections agent.

Termination of Services

- We may terminate the services supplied to you
- If outside a fixed-term agreement, we give you one calendar months notice
- You fail to comply with these terms and conditions
- If we believe the service is being used illegally

Force Majeure

- We are not liable for
 - Delays in rectifying faults
 - Delays in supplying a service
- If caused by an event such as (but not limited to)
 - Riot, war, accident, military action, act of terrorism or vandalism, sabotage, judicial action, industrial dispute, embargo, natural emergency, pandemic, act of God, software virus or malware, attempts of hacking, failure of suppliers to us, or any other event outside of our control.

Liability

- We do not exclude any rights you have under any applicable legislation or codes of conduct, such as;
 - Telecommunications Act.
 - Competition and Consumer Act.
 - Customer Service Guarantee.
 - Australian Consumer Law.
 - Any other applicable industry codes, standards and guidelines.
- We are not responsible for any offensive material that may be transmitted by other persons via the services we provide you.

Assignment

- You may transfer your agreement with us to other persons that satisfy our credit assessments.
- We may assign our rights or subcontract our obligations under this agreement to our nominee if there will be no detriment to you.
- If we do choose to novate this agreement to another supplier we will only do so after providing one calendar months notice to you.