



## VoIP Terms & Conditions



HUGONET will provide you, the customer stated on the Application form with services in line with the following Terms and Conditions (Current as at 20/06/2007).

### STANDARD FORM OF AGREEMENT

#### GENERAL TERMS –

##### Definitions

"HUGONET.", "Our", "We" and "Us" means We Manage I.T. Pty Ltd

The "Customer", "You", "Their" and "Your" means the end user of our services

"Service" means access to the HUGONET. VoIP Network and other voice networks over HUGONET. maintained voice networks.

#### 1. Preamble

The supply of these services is provided by HUGONET, who may use third party suppliers and contractors for the supply of services under this agreement. By using the HUGONET service, you have indicated your acceptance of all terms and conditions as referred to in this agreement.

#### 2. Terms of this Agreement

2.1 This agreement commences on the application date and will continue until either party terminates the service(s). If you terminate this agreement you will remain liable for all charges and all other amounts that are outstanding, including any other amounts you are required to pay under this agreement.

2.2 This agreement shall stay in effect until terminated by you or HUGONET. Cancellation of this agreement depends upon the specific terms of the service(s) you have with us. If no specific termination conditions are mentioned, you must supply 7 Days written notice to HUGONET before the next billing period if you wish to cancel your service.

2.3 We retain the right to terminate this agreement at any time if the customer fails to perform under it or any supplemental agreements or conditions relating to the supply of the service.

2.4 We retain the right to refuse any application.

2.5 Upon Termination of this agreement, HUGONET will cease to provide you with the service(s) as provided under this agreement(s) and any outstanding payments will become immediately due.

#### 3. Provision of Services

3.1 The customer must provide the items (if any) necessary to make the connection to our services possible.

3.2 HUGONET shall use all reasonable endeavours to ensure that your connection to our services is available within a reasonable timeframe.

3.3 CPE (Customer Premises Equipment) is defined as equipment owned by the customer and located at their premises. Purchases, Installation and configuration of this equipment and or software used for connecting to the HUGONET services is the responsibility of the customer.

3.4 Equipment Purchased from HUGONET may be covered by an equipment specific warranty. The connection, configuration and installation of any hardware and software purchased from us remain the sole responsibility of the customer. Where possible we will assist in configuring the hardware/software with your existing equipment and software.

#### 3.5 Permitted Use

a) You acknowledge and agree that HUGONET supplies the Service for your use solely at the Premises as kept on record. If you move premises, you must update the details at which Premises the service is used at. If for any reason the service is not used at the premises as kept on record, HUGONET is not liable if the service(s) can not be used.

b) You agree not to use, or allow another person to use, the Service:

(i) To infringe another person's rights;

(ii) In a manner that may expose HUGONET to liability;

(iii) In any way that may damage any Equipment, or interfere with or interrupt the Service or any other telecommunications network, equipment, facilities or cabling controlled or utilised by HUGONET, or any other supplier of telecommunications services;

(iv) In any way that may damage any property or injure or kill any person;

(v) To transmit, publish or communicate any defamatory, offensive, abusive, indecent or menacing material;

(vi) To make any hoax call, including calls to an emergency service;

(vii) To violate or infringe any duty or obligation owed to any person under law; and

(viii) To commit, or in relation to the commission of, an offence under any law of the Commonwealth or any of the States or Territories.

c) You must not supply this service for re-sale.

#### 3.6 Virtual Numbering

##### 3.6.1 Issue of Virtual Numbers

- a) HUGONET may issue a Number to the Service and vary that Number in accordance with any national regulatory policy on numbering made pursuant to the Telecommunications Act.
- b) The selection, issuing and use of Numbers is governed by the Authority's numbering plan and directions relating to numbering, and you agree that you must accept and comply with the requirements of the Authority or any other body from time to time that administers or oversees the allocation of Numbers.
- c) HUGONET may be required by law to withdraw, suspend or reassign a Number assigned to you, and HUGONET will not be liable to you for any loss or damage incurred or sustained by you if HUGONET is so required.

#### 3.6.2 Local number portability

You acknowledge that:

- a) HUGONET may not provide local number portability for existing numbers which you use for telecommunication services obtained from other Carriers or Carriage Service Providers; and
- b) You are not able to Port any virtual number assigned by HUGONET to any other Provider. HUGONET is not obliged to procure for and/or provide to you any particular number allocated or assigned to you by another Carrier or Carriage Service Provider. HUGONET will not be liable to you for any loss or damage incurred or sustained by you if such number is not, or is no longer, available.

#### 3.6.3 Numbering and Call Charges

You acknowledge that:

- a) A local call charge will only apply to other calls made to the area where your Virtual Local Number is located.
- b) People who call you from outside the SZA (Standard Zone Area) of your Virtual Local Number may be charged a timed call by their Telecommunications Carrier. The Standard Zone Area is the Geographic location of your number and where callers from the same zone area can call you for a local call charge.
- c) When you move outside the geographic area or the SZA (Standard Zone Area) of where your virtual Number is located, we may be required to change your virtual number to the area where your service is now located.

#### 3.7 Caller line identification

You acknowledge that when:

- a) A call is made using a Service, the CLI may automatically be sent to the telecommunications equipment of the person receiving the call; and
- b) A call is received using a Service, the CLI of the calling party may be displayed or recorded by the Equipment, unless CLI is barred by the person making the call. You must comply, and use reasonable endeavours to ensure that any third parties using the Service comply with applicable privacy and other guidelines as well as industry codes of practice on the use and capture of CLI.

#### 3.8 Integrated Public Number Database

You acknowledge that HUGONET is obliged by law to supply specified Customer Information with respect to any person who is allocated a Number under clause 3.6 for the purposes of the Integrated Public Number Database. The information held in this database may only be provided for an approved purpose to approved organisations such as directory information organisations or the assistance of emergency service or law enforcement organisations. If you require that your Customer Information that appears on that database be altered, you must request such alteration in writing.

#### 3.9 Service availability, quality

##### 3.9.1 General acknowledgment

The parties acknowledge that it is technically impracticable for HUGONET to guarantee that the Service will be available in each area, that capacity will be available at all times to make and receive calls, or that the Service will be free from faults or errors. HUGONET undertakes to provide the Service using all the reasonable care and skill.

##### 3.9.2 Reliance on other networks

You acknowledge that the Service may rely upon the operation of Supplier Networks operated by other Carriers and services provided by other Carriage Service Providers (such as the customer's Internet service). You further acknowledge that HUGONET is unable to guarantee the operation of and the use of the service through Supplier Networks or other carriers and carriage Service Providers services. Any failure of a Service caused by another network or service is beyond the control of HUGONET, and HUGONET will not be responsible, or liable to you, for such failures.

##### 3.9.3 Fault reporting

- a) HUGONET will provide a fault reporting service between the hours of 9.00 a.m. and 5.30 p.m. AEST, on Business Days.
- b) Where a fault is reported (irrespective of whether you reported it), you agree to provide all necessary assistance to enable the location and repair of any fault which arises in the HUGONET Network, or the Supplier Network with which the HUGONET Network is interconnected.
- c) Where HUGONET determines that there is a fault within the HUGONET Network, it is responsible for correcting that fault. HUGONET is not responsible for:
  - (i) Any fault which is within a Supplier Network of an interconnected Supplier, although HUGONET will notify that Supplier of the fault and request that it be corrected promptly; or
  - (ii) Any fault which is caused by your equipment, your Internet Service Provider (if not HUGONET) or the Premises, but will, where possible, advise you of that fault and its probable cause and location.

##### 3.9.4 Maintenance

- a) Without limiting clause 3.9.1, you agree that HUGONET may from time to time, conduct maintenance on and of the network and infrastructure through which the Service is provided. HUGONET will try to conduct such maintenance outside Business Hours, but you acknowledge that it may not always be possible for HUGONET to do so.
- b) You agree that HUGONET will not be responsible for rectifying any fault in the Service if that fault arises in or is caused by a network or infrastructure of another supplier of telecommunications services, your own equipment or any other infrastructure, equipment or facilities that are outside HUGONET's reasonable control or responsibility.

##### 3.9.5 Acknowledgement

You confirm that HUGONET does not warrant, and has not represented, that the Service is or will be free of errors, defects or interruptions, or that it will be available at all times. You acknowledge that the Service will be used by you for the purpose of making voice and fax calls only and not for the transmission of data (such as Internet dial up connections). You also acknowledge that you may not be able to use the service if electricity or an active online Internet connection is not supplied to the equipment used and is unable to subsequently connect to the service.

#### 3.9.6 Access to Emergency Services and Priority Services

Without limiting the Service Description, you acknowledge that the Service relies on a supply of electricity and a current and active Internet service that is able to connect to our Network. The service may not enable you to connect to Emergency Services if that supply of electricity fails, there is a fault with your Internet service connecting to our service or your Internet connection is not active. Therefore the Service is not a full replacement or substitute for a standard telephone service. The Service should not be used, as a first choice, to make an emergency call. HUGONET is under no liability if you are unable to access Emergency Services from the service at anytime. You are required to ensure that our records as to the location of the service are up-to-date as calls to emergency services rely on this information and otherwise unless indicated the service should not be used as a portable phone solution. You may need to give your Information to the Operator (including Full Address and Telephone Number details) each time you make a call to emergency services. HUGONET does not provide priority services over the HUGONET service.

3.9.7 Calls to Services not available from HUGONET: 19xx, 019xx and 11xx service NUMBERS not available from HUGONET.

3.10 You are responsible for the security of your account. You will be held liable for any unauthorised use of your account if you disclose in anyway your account details to another party.

### **4. Service Fees and Payments**

4.1 All prices include GST unless indicated.

4.2 The service fee shall be calculated in accordance with pricing model selected by the customer on the application form, unless changed by HUGONET. from time to time (With prior notice given). The usage shall be binding on both parties. The Rate card for services complements this agreement and is available from HUGONET. This Rate Card sets the fees and charges for the provision of services and call costs. Call Rates are subject to change without notice. Any Price changes will be published on our website, or be sent by email or mail.

4.3 You are responsible for all usage on your account and all the relevant costs relating the provision of services to you.

4.4 Call charges:

a) The details of each call (including timing where applicable) made using the Service will be recorded.

b) The records referred to in clause 4.4(a), and the records or data of any Supplier whose network is interconnected with the HUGONET Network, will be conclusive evidence of your liability to pay Call Charges to us for use of the Service, unless it can be shown that these records are incorrect.

4.5 Charges included on an invoice:

HUGONET will endeavour, and require any billing and/or collection agent to endeavour, to include all charges for calls made using the Service in a billing period on the invoice relating to that billing period. Where this is not possible, we may include those calls not included on that invoice in any subsequent invoice in the following 6 months.

4.6 Installation, Remaining Monthly Fees, Hardware, Calls Made and configuration fees and are not refundable under any circumstances.

4.7 Payment may be made by Cheque, Electronic Fund Transfer, Credit Card, or other method as agreed by HUGONET and the customer from time to time.

4.8 Invoices are due by the due date. If payment is not made by the Due Date, HUGONET may suspend or refer any outstanding amounts to a debt collection agency without notice to the customer.

4.9 Unless otherwise stated, all services shall be renewed at the next billing period.

4.10 Any Payments will be first applied to any outstanding balances and then for any fees for services for which the customer then requires.

4.11 Any payment dispute must be made to HUGONET within 7 Days of receipt of invoice. After investigation, if we do not agree with the dispute, any outstanding fees will become immediately payable.

4.12 In cases were a bank account or credit card supplied is declined due to insufficient funds or our principal bankers charge us for any related fees, such fees shall become the responsibility of the customer and the customer shall pay HUGONET this fee, plus a 10% service charge and any outstanding amounts immediately.

4.13 Each service will be assigned an initial \$200 credit limit. Any Increase will be at the discretion of HUGONET. You may apply for an increase at anytime, based on your payment and service history.

4.14 Deposit:

HUGONET may, at its discretion, notify you that HUGONET's acceptance of your Application and on going use of the service is conditional on you paying a deposit (the amount of which will be specified) in advance. If HUGONET so notifies you, you must within 7 days of the notice, pay the amount of the deposit. The parties agree that the amount of the deposit will be applied by HUGONET, at its absolute discretion, in payment of invoices issued by it, until such time as the amount of the deposit is exhausted. Once the deposit is exhausted, we may require a further deposit.

### **5. Liability of HUGONET.**

5.1 Services and Hardware provided by HUGONET are provided "as-is" and we take no responsibility for any loss of your data or inability to make/receive a voice call or any act of god, fire, war, terrorism, natural disaster or like occurrence for the loss of your data or service.

5.2 You agree that we cannot guarantee that all services will be free of delays and faults; we will use our best efforts to restore faults within a reasonable time.

5.3 We may add, change or discontinue any of our services, with at least 14 days notice, unless our provider(s) change their services, in which event we will inform you as soon as practicable.

5.4 HUGONET shall be under no liability to the Customer in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of goods or services

supplied pursuant to this agreement or in respect of a failure or omission on the part of HUGONET to comply with its obligations under this agreement and whether as the result of any negligent act or omission of HUGONET.

5.5 The Customer shall not hold HUGONET, its officers, employees, providers and agents liable for any damages or losses arising from network downtime or suit or proceeding brought against HUGONET or its employees, officers, or agents by any person or customer in respect of the transmission by the Customer of any illegal, fraudulent or offensive material over the HUGONET Network and breach of Customer obligations under this agreement and any unlawful act or omission by the Customer.

5.6 The laws in force in the State of Victoria shall govern this agreement and each party shall submit to the exclusive jurisdiction of the Courts of the state.

5.7 This agreement, the Rules and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regards to the subject matter. Neither this agreement nor any term in it may be amended, assigned, waived, discharged or terminated except with the consent of HUGONET.

5.8 Important Notice To Subscriber(s) For Credit (Section 18(E)(1) Privacy Act 1988)

5.8.1. Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988) HUGONET has informed me that it may give certain personal information about me to a credit reporting agency.

5.8.2. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988) I/we agree that HUGONET may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons or companies for the purpose of assessing my or a business application for consumer credit.

5.8.3. Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988) I/we agree that HUGONET may obtain a consumer credit report containing information about me or the applicant company from a credit reporting agency for the purpose of assessing my or any business application for commercial credit.

5.8.4. Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988) I/we agree that HUGONET may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes;

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of this account where I am in default with other credit providers to assess my/our credit worthiness.

I /we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

5.9 You agree that the Customer Service Guarantee in Section 120 of the Telecommunications (Customer Protection and Service Standards) Act 1999 (Cth) (Act) and Part 5 of the Telecommunications (Customer Service Guarantee) Standard 2000 (No 2) will not apply with relation to the provision of your HUGONET Service.

5.10 This agreement and any subsection may be amended at any time with at least 14 Days written or electronic notice including publication of the change on our website.