

TERMS & CONDITIONS

1. These terms and conditions apply to the EdgeTel VoIP service (the "Service"). Please read this agreement (the "Agreement") before using the service in whole or in part. In this agreement, "We" or "Us" relates to EdgeTel or their agents and "You", "Customer" or "Reseller" relates to the person, person(s) or organisation receiving the service. Also, acknowledge that these terms and conditions may vary from time to time. Notification will be provided in this case, unless variations were made due to a change in law or regulation.

2. You acknowledge that although we will take all reasonable steps to make sure you receive the voice service within the local calling areas, the voice service is not free from faults or interruptions. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not receive the voice service at certain times.

3. When using this service, you will ensure that you and others comply at all times with all laws and obligations, regulations, codes or determinations or any other requirements of any government or statutory authority, including licence conditions, applicable to the services and their use. Failure to comply with any licence, permit or authorisation relating to the connection of equipment to the Service Delivery Point or use of the services may result in immediate termination of the agreement. In addition, you must not transmit, distribute or otherwise publish on the service any libelous, defamatory, abusive material or material that could give rise to civil or criminal proceedings. If this occurs, EdgeTel will not be held liable for any charges incurred by these proceedings.

4. The contents of the service, including, but not limited to text, photographs, graphics, video and audio content (the "Content") is protected by copyright as a collective work or compilation under the copyright laws of Australia and other countries, and owned or controlled by EdgeTel, their affiliates or the party credited as the provider of the content. All individual articles, content and other elements comprising the content are also copyrighted works. You must abide by all additional copyright notices or restrictions contained in the service. You may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of the service. Without limiting the generality of the foregoing, the EdgeTel service may not be resold or otherwise resupplied by any account holder to any other person or entity without EdgeTel's prior written consent.

5. Fees and charges applicable to your service will commence from the date of connection to EdgeTel. We will email an invoice to you no less frequently than monthly, and this invoice will note payments made in advance. All fees and charges will be billed to your nominated credit/charge card. If you cancel your credit/charge card authority, and your card cannot be billed when necessary, your ability to make outbound calls will be restricted.

6. If you have authorised payments by credit card, debit authority or other similar methods, then payments shall be drawn against your authority automatically unless you terminate the payment method within vControl.

7. Your term begins when you are first connected to EdgeTel and continues for the period of time until you disconnect. Should your details change at any time, you must notify us immediately. If you want to discontinue your connection, you must give us notice by telephoning

the EdgeTel billing department and requesting a disconnection. The service will be disconnected within 7 days of receipt. EdgeTel may suspend, restrict or disconnect the service under varying circumstances. A final invoice will be issued after disconnection and you must pay all fees and charges you incurred using the service, up to the date of disconnection.

8. EdgeTel's records are prima face evidence of the customers use of the service and the charges payable. EdgeTel allows customers to connect to the service using their own device. EdgeTel only charges for answered calls and ceases to charge when the call is terminated by the caller. Timed calls are calculated using the total network time used for each call. The customer agrees that any calls from the EdgeTel number supplied to the customer are deemed to be authorised by the customer and the customer will pay all charges accordingly. International, national and mobile timed calls are charged in one minute increments. If the value of your account in any calendar month is less than five dollars then a flat charge of five dollars will apply for that month's account.

9. EdgeTel may provide a voicemail service for each customer. Where the voicemail service is provided, the information attached to it is provided as a guide only.

10. All Customers are assigned a unique EdgeTel identification number and password. The customer should keep confidential all passwords the customer is given in connection with the service. The customer acknowledges that EdgeTel will disclose any information in connection with the customers accounts to any person who correctly quotes the customers password.

11. EdgeTel customers are permitted to maintain as many open channels as they have set lines/simultaneous calls within their vControl system at that time, where channels include all inbound and outbound calls to or from their account number. EdgeTel can enable your account to allow you to periodically exceed your maximum simultaneous calls on inbound calls, however EdgeTel reserves the right to disable this feature at its discretion with no prior notice, and intentional misuse of this feature is a breach of our fair use policy.

12. EdgeTel can issue customers with two different types of phone numbers for their phone service.

Local Geographic Numbers.

These are regular Australian geographic telephone numbers issued by the ACMA. They are the same numbers as you would receive on a regular phone service provided by Telstra, Optus, AAPT or other telecommunications provider. They are state based and start with 02, 03,07 or 08. Your rights and obligations are regulated by the ACMA. This includes the ability to port your number between different carriers. EdgeTel can provide local numbers in most areas. To receive a local number you must provide a residential or business address in that local area where the telephone service is connected. Your local number can be listed in Sensis and the White and Yellow Pages.

Numbers from the EdgeTel incoming DID service.

EdgeTel DIDs are direct in dial numbers owned by EdgeTel which are connected directly into our private branch exchanges (pbxs) in various cities around Australia. EdgeTel's incoming DID service gives you exclusive use of one or more of these numbers, so that any calls to the number will be automatically directed to your EdgeTel phone. You can further divert this call to any other fixed or mobile phone. EdgeTel DIDs are available in Brisbane, Sydney, Canberra, Melbourne,

Adelaide, Perth and the Gold Coast. The benefit of having a DID is that callers in those cities will only pay a local call to access the DID number and the call will be directed to your EdgeTel phone anywhere in Australia or overseas. You can have as many DIDs directed to your service as you like, from as many cities as you like. These can be additional to any Local number and/or 0550 number you may have already connected to your service. EdgeTel DIDs are not listed in Sensis or the White or Yellow Pages. A DID number cannot be sent as your caller ID. The caller ID of the caller will be sent to your EdgeTel phone unless it has been withheld. EdgeTel DIDs always remain the property of EdgeTel and the use of these DIDs is a service offered by EdgeTel. You cannot port an EdgeTel DID to another provider.

12. When calling Emergency Services (000) from an EdgeTel phone, the operator will, when possible, verify your location details with you.

13. If, in EdgeTel's opinion, you breach any of the terms and conditions of this agreement, we may suspend, terminate or limit your access to the service and terminate this agreement effective immediately. The termination of the service shall not preclude EdgeTel from exercising any other rights EdgeTel may have against you under this agreement.

14. These terms plus the terms of the chosen service(s) constitute the entire agreement between the customer and EdgeTel in relation to service(s). Any condition, warranty, representation or other term which might otherwise be implied into or incorporated into these terms and conditions, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded. Neither party shall have any remedy in respect of any untrue statement made to it upon which it relied in entering into this agreement (unless such untrue statement was made fraudulently) and each party's only remedy shall be for breach of contract as provided in this agreement.

15. These terms and conditions are governed by the laws and regulations of the state of Victoria.

ACCEPTABLE USE

1. We have the right to suspend or discontinue service generally, or to disconnect your service, at any time. In addition we reserve the right to immediately disconnect your service at any time without notice.

Disconnection of your service may occur in the following circumstances.

a - Unlawful or inappropriate use: If we determine that you have used our service or the provided device for an unlawful or inappropriate purpose. If we determine that the use or content does not conform to the requirements in this agreement or that it interferes with our ability to provide service to you or others.

b - Non-Payment: If any charge to your payment method is declined or reversed, if your payment method expires and you have not provided us with a valid replacement payment method, or in case of any other non-payment of account charges.

c - Violation of laws of jurisdictions - If we determine that you have used our service or your device in violation of laws of jurisdictions outside of our service areas.

d - Inconsistent Usage - If we determine that your use of the service, features, or the device is, or at any time was inconsistent with the normal inbound or outbound usage patterns for the type of service or plan that you have purchased.

e - Tampering - If we determine that you have tampered with your device. - In this instance we also reserve the right to charge you the full purchase price of any device provided to you for use with the service under a "special offer" scenario.

f - Misuse - The service is provided to you on the basis that it is used only for approved purposes. In particular, you must not use the service in any manner involving illegal, malicious, deceptive or misleading activity; not breach any standards, content requirements or codes set out by any relevant authority or industry body; not use the service in any way which interferes with the operations of the service network, anyone else's enjoyment of their service or which upsets or offends any person; not use the service for commercial purposes or in any way distribute or resell the service without our written permission; obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the service; give us all information and cooperation that we may need in relation to the service; and advise us of changes in your personal information such as account details, debit or credit card details and expiry dates and billing and service addresses

g - Fair Use - If we determine that your usage of the service is excessive in any way, we may suspend or cancel a customer's access without notice in such circumstances

Our action or inaction under this section does not constitute any review or approval of your action or use or content.

DISCLAIMER OF WARRANTIES

The service is available "as is". We do not warrant that the service will be uninterrupted or error-free. There may be delays, omissions, interruptions, loss of data and inaccuracies in the service, information provided by the service or other materials available through the service.

LIMITATIONS OF LIABILITY

EdgeTel and their respective officers, directors, shareholders, employees, representatives, parents, subsidiaries, affiliates, agents, or licensors are not liable for losses or damages of any kind whether direct, indirect, incidental, consequential, special, punitive or exemplary, and whether tangible or intangible in nature including lost revenues or profits, loss of business or loss of data, in any way related to the service or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in the service (including without limitation as a result of breach of any warranty or other term of this agreement) even if such damages, claims, losses or injuries were foreseen or foreseeable. To the extent that ant liability is not legally capable of being excluded, any claim against us arising out of contract, tort or otherwise shall be strictly limited to the amount you paid, if any, for use of the service.

AUSTRALIAN RECIPIENT CREATED TAX INVOICE (RCTI) AGREEMENT

1. The Reseller acknowledges that it must be Australian Business Number registered to enter into this Agreement, and that it will notify the Edge Telecommunications punctually if it ceases to be registered.
2. Edge Telecommunications acknowledges that it must be Australian Business Number registered to enter into this Agreement, and that it will notify the Reseller punctually if it ceases to be registered.
3. The Reseller agrees that the Edge Telecommunications will issue a recipient created tax invoice ("RCTI"), in accordance with the GST Act, to the Reseller for any taxable commission payment paid by the Edge Telecommunications.
4. The Reseller will not issue a tax invoice for any taxable commission payment for which the Edge Telecommunications has issued a RCTI.
5. The Reseller agrees to punctually issue an adjustment note for any adjustment which arises from an adjustment event relating to a taxable commission payment.
6. If either Party becomes subject to any penalties or interest for the late payment of GST or inability to claim input tax credit, and that late payment arises from the failure of the other party to comply with the terms of this Agreement, the other party must pay the first party on demand the amount of those penalties and interest to the extent to which they arise from the first party's failure to comply with the terms of this Agreement.
7. Each party must, at the request of the other party, provide all documentation to enable the first party to claim any available input tax credit.
8. This Agreement shall commence on the Reseller signup and continue until terminated by either party at any time.