

# TERMS & CONDITIONS

## 1. Terms

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. Service

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 full working voice service at certain times.

You must not re supply any of the Services without our expressed agreement in writing.

## 3. Use of Service

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 libellous, 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. Content & Supply

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**

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.

Our agreement with you also includes our currently applicable price list. The price list may change from time to time, but we will notify you of any changes when they happen. Copies of the price lists are available from us on request.

If we suspend the services, you will still remain liable for all monies due to us under the agreement, during the period of such suspension.

If you do not pay your outstanding fees upon completion of your service *we reserve the right* to place the outstanding amount due in the hands of a Registered Collection Agency for debt recovery. At this time, they will assume the responsibility for collection of the outstanding amount and such amount owing will be liable to a 20% surcharge or actual legal costs to cover recovery charges.

## **6. Credit or Debit Authority**

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 and supply notification to EdgeTel via email of termination of your Edgetel account.

You must pay us all reasonable costs and expenses incurred in relation to the service.

## **7. Connection Terms**

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 of the service. The service will be disconnected within no more than 7 days of receipt of notification. 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. Accounts and Customer Participation**

EdgeTel's records are prima facie evidence of the customer's 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.

The correspondence and emails sent from the EdgeTel system do not constitute Spam as we have a continuing business relationship with you. If you no longer wish to receive emails from us please contact us to unsubscribe.

## **9. Voicemail**

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. Account Confidentiality**

All Customers are assigned a unique EdgeTel identification number and password. The customer should keep confidential all passwords in connection with their service.

The customer acknowledges that EdgeTel will disclose any information in connection with the customers' accounts after obtaining account user details to any person who correctly quotes the correct customers password.

EdgeTel will never email requests for password or account numbers and it is at the client's discretion to protect their account details.

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead others or us as to your identity.

## **11. Maximum Simultaneous Calls**

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 only, however EdgeTel reserves the right to disable this feature at its discretion with no prior notice if found that intentional misuse of this feature has occurred and is in breach of our acceptable use policy.

## **12. Phone Numbers and Numbering Systems Management**

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 another 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 (PBX's) 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.

## **13. Emergency Services Information**

Voice over IP is by nature not a fault-free service. As such it should not be used for Emergency Services (000) calls. Fixed land line services or mobile phone services should be used instead for Emergency Calls.

If you do call Emergency Services (000) from an EdgeTel phone, the operator will, when possible, verify your location details with you. Your location independent service may require you to give your location rather than the operator knowing the connection between the service number and address location.

All EdgeTel customers are made aware that if they have emergency they need to advise the operator of their location.

#### **14. Fault Reporting**

You may report a fault with the Services to EdgeTel at any time. Prior to reporting a fault, you must investigate and ascertain for yourself the cause of the fault where known and provide any further information in relation to the fault, including what you have done to try to rectify your issue.

Upon being notified of a fault, EdgeTel will immediately assign your case over to the appropriate support person with a detailed report of the fault and will issue you a point of contact.

EdgeTel will use all reasonable endeavours to rectify any fault within reasonable timeframes. This includes but is not limited to pro-actively working with third party suppliers.

EdgeTel will follow through with a series of updates and notification through the notification email service provided to all EdgeTel customers at their discretion. When EdgeTel has remedied the fault, we will notify you within a reasonable timeframe.

#### **15. Agreement Terms**

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.

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.

#### **16. Governing State Regulation - Applicable Law**

The agreement is subject to the laws of, and the parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Victoria or the courts of the State within Australia in which you reside if that is different.

#### **17. GST**

Unless expressly stated otherwise, the charges payable for the services with EdgeTel are exclusive of GST. You must pay, in addition to the charges for the services, an amount equal to any GST payable on the supply of the services. That additional amount is payable at the same time any part of the charges for the services is payable.

#### **18. Dispute**

In the event that a bill is disputed by you, the disputed amount will be set aside until an investigation has been completed. When all parties are satisfied that all charges are

correct the amount will be either placed as a credit/debit for that charge and will be applied to your account or made payable on the customers next billing period.

## **19. Amendments to the Terms & Conditions**

These Terms & Conditions, including charges for services and/or method of calculation may be varied, altered, replaced or revoked at any time by our giving a minimum of 30 days' notice to you by email, mail or as an amendment detailed via the notifications email process.

## **20. Our Responsibility**

We will not be responsible for any loss or damage arising from circumstances outside our reasonable control.

We accept liability arising from our negligence but limit our liability to any previously negotiated applicable service level rebates or credits. Where you are not entitled to a service level rebate or credit, we limit our liability to an amount equal to the service charges billed for the affected EdgeTel services for the period of the major interruption.

## **21. Privacy and the Collection of Data**

Our privacy policy outlines the measures we have taken to implement the requirements of the Privacy Act 1998 (and the Telecommunications Act 1997) It is designed to answer any queries you might have about how we collect, use and disclose your personal information. If you have any further queries about EdgeTel's privacy practices, please contact Edgetel on 1300 885 894.

EdgeTel does not hold credit card details on file. We use only secure tokens which render your credit card details untraceable through our system.

If at any time you want to know what personal information we hold about you, you are welcome to request a copy of your customer record by calling the EdgeTel team.

## **22. Facilities**

The Customer shall ensure the supply of all adequate electric current, adequate electrical and mechanical fittings, appropriate environmental conditions and supply of internet services. EdgeTel will not be liable for the inadequate supply of internet services or environmental factors that may impede the service.

## **23. Passing of Risk**

Where purchases are made, you are responsible for your initial order and accepting delivery. We are taken to have delivered them to you and you are taken to have accepted them when you obtain the goods.

The price of the Equipment for Supply does not include a training fee unless specified by EdgeTel.

The Customer may during the Warranty Period notify EdgeTel in writing of any defect or suspected defect in the Equipment. Warranty will not be granted where use of the equipment for supply is in a manner contrary to law, there have been modification of

the Equipment, used other than in accordance with the Operating Manual or the serial number has been removed or defaced.

#### **24. Technical Support**

Where the need for technical support arises, EdgeTel will use reasonable endeavours to provide a technical support technician by telephone as soon as reasonably practicable.

EdgeTel will not be liable to perform technical support onsite under any circumstances. While EdgeTel will make reasonable endeavours to integrate the service with customer's equipment, the effective functioning of that equipment remains the customer's responsibility.

A customer will agree to make such engineering changes or take such other measures as may be necessary to resolve any technical issues.

The customer agrees to provide such assistance as may be necessary in order to enable EdgeTel to effectively perform Technical Support Services.

The customer shall permit EdgeTel Technical Support to have access to records and accounts at all reasonable times including, but not limited to, all periods during which the Technical Support Services are being performed.

#### **25. Customer Duties**

The Customer shall notify EdgeTel in writing as soon as practicable of any infringement or suspected infringement, give Edgetel the option to conduct the defence of such a claim including negotiations for settlement or compromise prior to the institution of legal proceedings and gives EdgeTel permission to modify, alter or substitute service until a satisfactory outcome has been reached.

#### **26. Defence**

In the event that proceedings are brought or threatened by a third party against EdgeTel alleging that the Customer's use of the supply constitutes an infringement of Intellectual Property Rights, EdgeTel may at its option and at its own expense conduct the defence of such proceedings. The Customer shall provide all necessary co-operation, information and assistance to EdgeTel in the conduct of the defence of such proceedings.

#### **27. You acknowledge that:**

We have not made any representation, warranty or under taking about the condition or quality of the goods, their suitability or fitness for purpose or their safety except those implied by legislation and to the full extent permitted by law, we are not liable for any injury to any person or loss or damage to property arising from the possession, operation or use of the service or goods supplied (including any injury, loss or damage arising from our negligence).

You declare that all the information you have given us is accurate and not misleading and that you are aware that we are relying on it.

We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate, including by imposing conditions. If we do not exercise a right or remedy fully at a given time, we can still exercise it later.

You must perform your obligations under this agreement within the time specified or if no time is specified, they must be performed promptly.



## ACCEPTABLE USE

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.

In the case of Included Call plans, they come with 1,000 minutes of mobile calls and 1,000 minutes of land line calls per line purchased. If a customer exceeds these amounts they will be billed for the additional lines needed to cover their excess charges.

## **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 any 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.

***For Resellers only***

**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 EdgeTel 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 EdgeTel 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.