

## Terms and Conditions

### PRODUCT / SERVICE: activ8me Voice

These are the Service Specific Term and Conditions referred to in Part F1 (“User Agreement”); **Acceptance Date** means the date of delivery of the Equipment to the Applicant; **Applicant Bank Account** means the debit or credit account specified by the Applicant in the Application; **Applicant Location** means the address at which the Equipment is Located and the Service Provided as detailed in the Application; **Customer Service Centre** means the support centre provided to the Applicant by the Service Provider and contactable by telephone number 1300 760 219 “**Equipment**” means the Analog Telephone Adapter Kit delivered to the Applicant Location to facilitate the Service; **Equipment Fee** means the fee for purchase of the Equipment set out in Part B1; **Internet Connection** means the broadband Satellite connection provided by the Service provider to the Applicant known as Activ8me; **Marketing Kit** means the information and material provided to the Applicant prior to execution by the Applicant of this Agreement; **PSTN** means Public Switch Telephone Network; **Satellite** means the technology facilitating a radio frequency connection to the Equipment; **Satellite Failure** means loss of radio frequency connection from the Satellite for a continuous period of 30 consecutive days; **Service Fee** means the fee for receipt of the Service in accordance with this Agreement; **Service Usage Charge** means the call charges set out in Part B1 and on the Website, as varied from time to time by the Service Provider; **Early Termination Fee** means the charges set out in Part B1 and on the Website, as varied from time to time by the Service Provider for termination of the agreement earlier than the minimum contract period specified in Part B1 **STS** means standard telephone service as defined by the Telecommunications Act 1997 (Cth); **User Guide** means the document supplied by the Service Provider to the Applicant that provides relevant information, guidance, training and instructions on how to utilise the Service.

#### 1. Interpretation and Acknowledgement

- a) To the extent of any inconsistency between the provisions contained in this Part F2 and the provisions contained in the User Agreement the termination provisions contained in this Part F2 shall prevail
- b) The Applicant acknowledges that it has 10 days as a cooling off period from the date of execution of these terms and conditions. At the earlier of the expiration of the cooling off period or the date that the Applicant commences using the Service, it is irrevocably bound to these terms and conditions.

#### 2. Service Provider Obligations

- a) The Service Provider will supply to the Applicant:
  - (i) a geographic number referable to the Applicant Location which shall be programmed in the Equipment (if applicable under the chosen plan);
  - (ii) a username and password for use by the Applicant in connection with the Customer Service Centre and the PSTN call features;
  - (iii) support of the Service (including the Customer Service Centre) throughout the Term in accordance with the Customer Service Guarantee (available on the Activ8me website);
  - (iv) the Service in accordance with the STS obligations prescribed by the Telecommunications Act 1997 (Cth) and set out in the User Guide;
  - (v) access to the PSTN via username and password to select from the call features listed in the User Guide;
  - (vi) the User Guide at the time of delivery of the Equipment;
- b) The Service Provider shall direct all complaints with the Service to the Customer Support Number, which shall be handled in accordance with the Telecommunications, Industry Ombudsman complaint handling procedures.

#### 3. Applicant Obligations

- a) The Applicant must have or simultaneously apply for a current Internet Connection in order to be eligible to receive the Service;
- a) The Applicant shall direct all complaints first to the Customer Service Number, however if unsatisfied with the resolution to the complaint, may refer the matter to the Telecommunications Industry Ombudsmen

#### 4. Service Performance and Restrictions

- a) The Applicant acknowledges that:
  - i) the Service is delivered by an underlying Internet Connection, and therefore certain unplanned outages and interruptions to the Service may occur from time to time that do not occur when using the PSTN;
  - ii) in the event that that the Applicant wishes to churn its Internet Connection to another service provider throughout the Term, the Service Provider will be unable to continue to provide the Service over the new internet connection
- b) The Service Provider shall post on the Website any interruptions (scheduled or unscheduled) to the Service as soon as reasonably practicable upon becoming aware of the outage or requirement for an outage and the details of such outage which shall be accessible to the Applicant via username and password.
- c) The Service shall only be available in respect of one telephone socket (RJ11) at the Applicant Location which must be connected at all times to the Equipment.
- d) Subject to clause 3(a), the Service Provider warrants that the quality of the Service delivered shall be in accordance with representations made by the Service Provider in the Marketing Kit;
- e) The Service Provider shall not be liable to the Applicant or any third party for any loss, cost or damage caused by any Service downtime throughout the Term.
- f) The Service does not facilitate access to any features available to disabled persons via the PSTN
- g) At the time of execution of this Agreement, the Service provider is unable to provide number portability to another service provider or geographic location.

#### 5. Emergency Services

- a) The Applicant acknowledges that as the Service depends on the Internet Connection, that the Service is reliant on mains power.

- b) Where there is a power failure, or when the Internet Connection is not functional for any reason whatsoever (including planned and unplanned outages), the Applicant acknowledges that the Service will be suspended including emergency services accessed by dialing 000.
- c) The Applicant acknowledges that where the Service is fully operational, the Applicant must provide geographical location information to emergency services operators verbally.
- d) Where emergency calls are made via the Service, such calls shall be free of any Service Usage Charge.
- e) The Service provider recommends that the Applicant retain its existing connection to the PSTN.
- f) The Service Provider shall not be liable to the Applicant or any third party for any loss cost or damage caused by failure of any person to access or provide information to emergency services.

#### **6. Payment**

- a) From the Acceptance Date, the Service Provider shall be entitled to direct debit from the Applicant Bank Account the Equipment Fee;
- b) For the duration of the Term, the Applicant shall pay to the Service Provider the Service Fee and the Service Usage Charges monthly in advance. Payments are due and payable on the monthly anniversary of the Acceptance Date or the next Business Day;
- c) A Tax Invoice for all payments direct debited by the Service provider pursuant to this clause 6 shall be made available to the Applicant on the Website via the Applicant's username and password
- d) Where the Applicant elects to have direct debits taken from a credit account, the Applicant shall be liable to pay the acquiring bank surcharge specified in Part B1.
- e) The Applicant acknowledges that payment for the Internet Connection is in addition to the payments due in accordance with this clause 6, however the use of data capacity and time in connection with the Service will not be charged to the Customer in accordance with the terms and conditions for the Internet Connection;
- f) The Applicant acknowledges that where it retains the PSTN connection, it shall continue to be liable to its PSTN service provider for the costs of such service in accordance with its agreement with the PSTN service provider.
- g) The Applicant can view an itemised bill for all calls attracting a Service Usage Charge on the Members section of the Activ8me website.

#### **7. Equipment Purchase**

- a) Ownership of the Equipment shall remain with the Service Provider until payment of the Equipment Fee by the Applicant, and which time it shall transfer to the Applicant;
- b) The Equipment shall be delivered to the Applicant at the Applicant Location within 7 days of completion of credit approval (where applicable) or otherwise within 7 days of execution by the Applicant of this Agreement;
- c) Risk to the Equipment passes to the Applicant at the point of delivery of the Equipment to the Applicant Location.
- d) The Applicant shall install and connect the Equipment in accordance with the User Guide.
- e) The Service provider provides no warranty in respect of the Equipment other than any applicable third party manufacturers warranty provided by the manufacturer of the Equipment.
- f) The Applicant must not re-configure, vary, replace or amend the Equipment.
- g) Where the Applicant contravenes clause 7(d) or &(f), the Service provider disclaims all liability suffered by the Applicant or any third party relating to the Equipment AND the Service.
- h) The Applicant acknowledges that save for general support provided by the Customer Service Centre in respect of the Service generally, the Equipment is un-supported by the Service provider.

#### **8. Termination**

- a) In the event of Satellite Failure, the Service provider may terminate this Agreement immediately by notice to the Applicant
- b) Where the Applicant churns the Internet Connection to another service provider, this Agreement shall immediately terminate.
- c) Where the Agreement is terminated in accordance with this clause 8, the Applicants obligation to pay the Service Fee shall immediately cease, and the Applicant shall be refunded that portion of the advance Service Fee paid in respect of which the Service has ceased.
- d) Where the Agreement is terminated by the customer before the expiry of the minimum contract period, the customer shall be liable to pay the applicable Early Termination Fee.