

# Applied VoIP Terms and Conditions

## 1. Things You Should Know

- 1.1 Customer Support is available via telephone, Monday to Friday from 8:30am to 5:30pm (*excluding public holidays*), to assist you with any services we provide.
- 1.2 "Applied VoIP, our, us or we", refers to Applied VoIP ABN 44 060 142 878 and "system" refers to any device, computer, network or telephone circuit used by us to supply your service/s and "you" or "your" refers to you our customer.
- 1.3 We may keep records about you and your use of our services, while respecting your privacy at all times.
- 1.4 You indemnify us for any loss, damage or injury (including without limitation any loss of profit, indirect, consequential or incidental loss, damage or injury) arising from your use of our services.
- 1.5 You indemnify us for any inability to provide services which are beyond our control, as we cannot guarantee that any service will be available at any given time or that any files, information or services will be error free or fault free.
- 1.6 If we don't enforce all parts of this agreement, you should not interpret this as a variation of this agreement.
- 1.7 You are responsible for paying us for all services used under your account and name.
- 1.8 If you make a complaint about our service/s, it will be carefully investigated and resolved within 10 business days.
- 1.9 You are responsible for making sure you comply with our Terms & Conditions of service.
- 1.10 For your own security you must not disclose any username or passwords we may provide to you.
- 1.11 You are not allowed to resell this service or assign or transfer this agreement to another person or corporation.
- 1.12 You are responsible for providing any equipment necessary for you to connect and access our service/s.
- 1.13 You may not place, store or relay software or information on our system which is unlawful or is disruptive to our system.
- 1.14 Your telephone service/s is provided via the voice carrier we choose and to the standard provided to us and your telephone service/s will cease to be our obligation if you transfer your service to another provider.
- 1.15 This agreement is governed by the laws in the state of New South Wales, Australia.
- 1.16 The Customer Application Form & Payment Authority and Personal/Director's Guarantee & Indemnity forms form part of these Terms & Conditions of service.
- 1.17 If you do not accept our Terms & Conditions of service, you should not use our services.

## 2. About our Pricing

- 2.1 Your services are provided on a monthly basis (*month to month*) without any fixed term contracts.
- 2.2 You will be charged monthly access charges, accounting fees, call charges and relevant service charges as per the charges quoted.
- 2.3 You are charged on a per second basis for any timed telephone calls, excepting calls to mobile, which will be for the first minute and per second rounded up to a cent thereafter.
- 2.4 All call rates are available on our website [www.appliedvoip.com.au](http://www.appliedvoip.com.au)
- 2.5 We will provide you with a least 30 days notice of any changes that may affect your service.

## 3. Our Payment & Service Terms

- 3.1 An electronic invoice will be sent to your nominated email address on the 1<sup>st</sup> day of each month. Your account fees are charged in advance and your telephone calls are billed in arrears.
- 3.2 Payment method is via a valid Credit Card, Direct, or Direct Debit Authority.
- 3.3 Your Credit Card will be debited or your Direct Debit processed between the 5<sup>th</sup> and 8<sup>th</sup> day of each month.
- 3.4 Your Credit Card will be billed by Applied VoIP Pty Ltd, and this is the name will appear on your Credit Card or bank statement.
- 3.5 A \$20 administration fee will be charged to your account if your credit card or direct debit details change or the monthly transaction is declined, and you do not notify Applied VoIP before COB on the 3rd day of the billing month.
- 3.6 You must regularly check the E-mail address you have provided on your application form, for important notices from Applied VoIP, as all notices are deemed to have been sent by Applied VoIP when date stamped by our sending mail server.
- 3.7 Your first monthly payment will include any pro-rata charges for the previous month which are calculated on a daily basis.
- 3.8 If you dispute an individual amount on your charges, you must pay the undisputed amount and the amount you are disputing will be investigated and resolved before your next account falls due.
- 3.9 If your account is not paid by the due date, we may suspend or disconnect your service/s without further notice and you may be charged a \$90.00 re-connection fee. We may instruct a debt collection agency to recover any money you owe us. You will be responsible for any collection fees (including legal fees and any other costs) incurred by Applied VoIP as a result of the collection of outstanding monies including interest at the rate prescribed by the Supreme Court Act plus 4% calculated daily and compounded monthly.
- 3.10 If you close your service with us, either by transferring away to another provider (churning) or disconnecting your active service, you must provide us with at least 30 days notice in writing. Your service will then cease at the end of the next full billing period.
- 3.11 If you relocate your ADSL service to a new premise within 6 months of it's activation with Applied VoIP, an early service termination fee of \$90.00 will be charged to remove the ADSL service.
- 3.12 Your service/s may be terminated immediately, if you breach any of our Terms & Conditions and you are personally liable for any money owing to us even if you have signed the application on behalf of a corporation, business or other party.