

1. DEFINITIONS

- 1.1 'Abuse' means, but is not limited to, hack, spam, create a virus, or distribute, publish, provide, promote, material that is offensive, illegal, defamatory, harassing, obscene, threatening, contravenes intellectual property rights, or is potentially harmful to Voice, or knowingly distribute a virus.
- 1.2 'ADSL' means Asymmetric Digital Subscriber Line which is a broadband Internet access technology.
- 1.3 'Application' means the electronic, paper or verbal request for service lodged by you.
- 1.4 'Agreement' means the application, plus the terms and conditions.
- 1.5 'Agreement term' means the period for which the service is subscribed to. Some services have a minimum agreement term in which case it is specified in the respective application.
- 1.6 'Back channel' means data being transferred from you to Voice or from you to the Internet.
- 1.7 'Business usage' means usage of the service for business purposes and not for residential purposes as determined by Voice.
- 1.8 'Download' means data being transferred from the Internet or Voice to you.
- 1.9 'Force Majeure' means anything outside the reasonable control of a party, including but not limited to fire, storm, flood, explosion, earthquake, war, rebellion, riots, sabotage, terrorism, quarantine restriction, labour dispute, transportation embargo or delay, epidemic, power shortage, acts of God, acts of public enemy, and Internet failure.
- 1.10 'GST' means goods and services tax.
- 1.11 'Hack' means to use credit card generators, password guessers, crackers, packet sniffers, network probes and any other device or activity which may compromise system security.
- 1.12 'Residential usage' means light usage of services as determined by Voice.
- 1.13 'Spam' means unsolicited bulk electronic messages.
- 1.14 'Subscribed Service' or 'Product' means a product and/or service offering from Voice.
- 1.15 'You' means the legal entity or person subscribing to the service as named in the application.
- 1.16 'Voice' means Voice Pty Ltd plus its' subsidiaries and successors.
- 1.17 'Virus' or 'Computer Virus' means any program or data incorporated into software or data that disrupts the proper operation of a computer hardware system or the associated software.

2. INTERPRETATION

- 2.1 Singular references include plural and visa versa.
- 2.2 A reference to a person or entity includes a natural person, a partnership, corporation, trust, association, an unincorporated body, authority, or other entity.
- 2.3 A reference to a person includes that person's legal personal representative, successors and permitted assigns.
- 2.4 For the purposes of calculating usage, 1 Megabyte = 1000 Kilobytes, and 1 Gigabyte = 1000 Megabytes.

3. USE OF THE SERVICE

- 3.1 You are over 18 years of age.
- 3.2 You are responsible for serviceability and suitability of the equipment you use to connect to the service, including back up of information such as but not limited to software and data.
- 3.3 You will supervise and be responsible for minors using the Internet, and you are aware that the Internet can access information that may not be suitable for minors.
- 3.4 You will not use the service for abuse.

- 3.5 You agree to pay liquidated damages to Voice for any abuse activity at the rate of whichever is the greater value of 50c per megabyte, \$5 per message, or the actual damages to Voice.
- 3.6 Spam is not permitted. Damages will be sought from entities involved in any form of spam.
- 3.7 You will not disclose your user name or password or any other authentication information to any third party.
- 3.8 You are responsible for the security of your account, including user name, password, and usage of your account.
- 3.9 You will advise Voice in a timely manner if you have reason to suspect that security has been breached or the service is being used contrary to the applicable terms and conditions.
- 3.10 You are responsible for the security of your environment, including firewall considerations and protection from viruses.

4. GENERAL

- 4.1 Voice will use reasonable skill and care in providing the service to you.
- 4.2 Voice will endeavour to make the service available 24 hours a day 7 days a week. Voice shall not warrant that, nor can it be held liable for, the service being error free, or uninterrupted.
- 4.3 Voice shall not be liable for the consequences of an occurrence beyond its reasonable control and such event shall not amount to a breach of this agreement.
- 4.4 Voice shall not be liable or responsible for consequences of a virus infection.
- 4.5 You use the Internet at your own risk. You agree that Voice is not liable or responsible for information obtained through the Internet.
- 4.6 Where the service is provided through third parties, you acknowledge and agree that Voice and the third parties are not liable to you nor are they required to pay you any loss or damages resulting from their actions.
- 4.7 Voice reserves the right to change prices and terms and conditions without notice in order to cover changes in prices from providers and changes in industry requirements. Updated versions will be provided on the Voice web site.
- 4.8 You will not resell the service or in any way reassign the rights to use the service to any third party without written permission from Voice.
- 4.9 This agreement is governed by the laws of South Australia. Each party submits to the jurisdiction of the South Australian courts system.

5. HELP DESK

- 5.1 Support is provided inclusive of your subscribed service.
- 5.2 The Voice help desk operates between the hours of 8:30am to 10:00pm Monday to Saturday and 6:00pm to 10:00 pm Sunday (South Australian time).
- 5.3 Support includes standard email configurations, and Internet Explorer & Netscape browser configurations, but does not extend to your environment beyond this unless specified in a specific Voice product offering.
- 5.4 The Voice help desk is contactable by phone 1300 309 319 or email support@voice.net.au and does not include return phone calls.
- 5.5 Additional support levels are available as an extension to this agreement for specific products and/or circumstances.

6. SERVICE CHARGES & PAYMENT

- 6.1 You agree to pay the recurring fees in advance as relevant for the service which is at intervals of either monthly, quarterly, annually, or as mutually agreed between you and Voice.
- 6.2 You agree to pay the usage fees in arrears on the due date as specified and invoiced by Voice for the particular

service. Arrears are typically usage items such as calls or excess data downloads.

- 6.3 Voice reserves the right to not generate an invoice for values less than \$5, in which case the value will be added to the invoice for the next bill cycle.
- 6.4 You agree to pay all fees due, including GST, on or before the due date for the respective service.
- 6.5 Fees not paid in full by the due date may invoke suspension, diminished service or termination of the service.
- 6.6 Late payment may incur an administration fee of whichever is the greater amount of \$30 per month or 10% of the outstanding amount per month.
- 6.7 Cheques presented that are dishonoured will incur a \$30 administration fee.
- 6.8 Where you have nominated payment by credit card, you irrevocably authorise Voice to:
 - 6.8.1 Automatically debit the initial fees and subsequent fees against your credit card;
 - 6.8.2 Automatically debit outstanding fees against your credit card, including after termination or suspension, in respect of the subscribed service;
 - 6.8.3 Disclose your personal and financial details to credit institutions in order to verify your details and to determine your ability to pay for the service.
- 6.9 Where you have nominated the direct bank payment method you agree to provide the following details on the transaction record:
 - 6.9.1 Your Voice account name as known to Voice
 - 6.9.2 The Voice invoice number relevant to the payment.

7. SUSPENSION & TERMINATION

- 7.1 Voice reserves the right to act in an appropriate manner where there are grounds for believing abuse is occurring, which may include suspension, diminished service, or termination of your service.
- 7.2 Suspension, diminished service or termination of the service may be invoked due to non payment of fees in full by the due date.
- 7.3 You agree to provide 30 days notice of termination of the service.
- 7.4 Where a service has an initial agreement term, and termination occurs prior to completion of this term, you agree to pay Voice the remaining fees relevant to the service and the agreement.
- 7.5 Force Majeure shall not avoid liability for the agreement or termination.

8. ADDITIONAL CLAUSES FOR DIAL UP & PERMANENT CONNECTION INTERNET SERVICES

- 8.1 In the interests of providing a quality service, unlimited hour and unlimited download rate plan users may be disconnected if the service is idle or if you have been on for over 4 hours continuously, in which case you can re-dial after 15 minutes.
- 8.2 Rate plan fees are based on your download to back channel ratio being 85% or higher. If your back channel is higher than this then other fees may apply and/or you may be required to change to a different rate plan to ensure good performance.
- 8.3 Where data and/or excess data usage is measured for billing purposes, the amount is determined as being whichever is the greater of either the amount downloaded, or the amount of back channel.
- 8.4 Fair use: If your activities unreasonably restrict, inhibit, or degrade any other customer's fair use of the services (as judged by Voice), or represent an unusually large burden on Voice staff, Voice reserves the right to terminate or suspend this Agreement

9. ADDITIONAL CLAUSES FOR ADSL SERVICES

- 9.1 The initial agreement term is for a period of 9 months, thereafter the service continues on until either party

gives 30 days notice in writing. If you break the agreement prior to the completion of the initial agreement term, you will pay Voice the remaining monthly fees within fourteen days of that time.

- 9.2 Where fees are not paid in full by a due date, Voice accepts this as you giving 30 days notice of disconnection in which case clause 9.1 applies.
- 9.3 You warrant that you are the legal lessee of the telephone service related to your ADSL application, or that you have obtained authorisation from the legal lessee.
- 9.4 You agree that in the event that the legal lessee terminates the telephone service you will remain liable for fees relating to termination of ADSL service (see clause 9.1).
- 9.5 You acknowledge that there may be a minor disruption to you or the legal lessee's telephone service during ADSL provisioning.
- 9.6 You acknowledge that certain incompatible products may not be available to you.
- 9.7 You agree to not connect any equipment other than the equipment authorised by Voice.
- 9.8 You agree that the Voice helpdesk is the only contact point for any support, assistance, or any other information regarding your ADSL connection or service. If you call Telstra direct you will pay Voice a fee of \$77 for each instance, and that the time to attend to your enquiry may take longer.
- 9.9 Where you elect to change the configuration of the service, such as increasing or decreasing the transmission speed or changing your session set up, a \$66 fee will apply. This does not apply to changes in your Voice rate plan provided that the transmission speed remains the same.
- 9.10 Relocation of the service to a new phone line and/or to a new premises can be achieved for fee of \$190 provided that:-
 - 9.10.1 Your new line lies within a Voice ADSL enabled area, and
 - 9.10.2 Your new line is proven suitable for ADSL as determined by Voice
- 9.11 Rate plan fees are based on your download to back channel ratio being 85% or higher. If your back channel is higher than this then other fees may apply and/or you may be required to change to a different rate plan to ensure good performance.

10. ADDITIONAL CLAUSES FOR KIDSAFE EMAIL SERVICES

- 10.1 KidSafe Email is available only for residential usage and is not available for business usage as determined by Voice.
- 10.2 High volume users, as determined by Voice, will be considered business users, hence will be offered to change to an alternative product offering or rate plan or disconnected.

11. ADDITIONAL CLAUSES FOR WEB HOSTING SERVICES

- 11.1 Voice will provide an access mechanism to enable you to upload and manage your own web site content.
- 11.2 You are responsible for the management of your web site content, including uploading and changing information.
- 11.3 Voice does not provide graphic design or upload services inclusive with the web hosting services, however these can be provided as an additional extra and quoted accordingly, as and when required.

12. ADDITIONAL CLAUSES FOR VIRUS SECURITY SHIELD SERVICES

- 12.1 Voice provides updates and the latest patches to the Virus Security Shield service on a daily or more frequent basis.

12.2 Voice takes great care to protect email from known viruses however Voice shall not be liable or responsible for consequences of a virus infection.

13. ADDITIONAL CLAUSES FOR FIREWALL SERVICES

13.1 Voice provides updates and the latest patches to a range of firewall services.

13.2 Voice takes great care to provide secure and effective firewall services however Voice shall not be liable or responsible for consequences of a breach of security.

14. ADDITIONAL CLAUSES FOR EMAIL SERVICES

14.1 Voice takes great care to provide secure and effective email management services however Voice shall not be liable or responsible for consequences of a breach of security.

14.2 Email is designed for communicating small messages, consequently large email files such as those greater than 2Megabyte may cause disruption while attempting to transmit through various parts of the Internet. Large files may also be attempted to be continually re-sent, thereby consuming data usage even if these files are not successfully delivered. Voice shall not be liable or responsible for delivery of Internet email or data consumed by any email services whatsoever.

15. ADDITIONAL CLAUSES FOR SMS SERVICES

15.1 Short Message Service (SMS) delivery is not guaranteed. SMS messages are dispatched to the various carrier networks where the carrier attempts to make final delivery to the mobile phone device. Due to radio attenuation and carrier limitations, some messages may not be delivered, or may be delivered after some delay, or may be delivered with loss of information. Voice shall not be liable or responsible for the consequences of delivery or otherwise of SMS messages.