Parties

This Master Services Agreement is between **VoIPLine Telecom Pty. Ltd. trading as VoIPcloud Wholesale** (ABN 19 140 167 834 | ACN 601 820 142) (referred to as VoIPcloud, We, Us, or Our) and **You**, the Customer, Channel Partner, Whitelabel Partner, or Wholesale Partner (referred to as You, Your, or Customer).

1.0 Definitions

Agent; means a person acting on Our or Your behalf in relation to the Service. Our agents may at times include suppliers or contractors outside the VoIPcloud Wholesale Group.

Agreement; means an entire agreement between You and Us, constituted as specified in clause 3.1, regarding the provision of a Service.

Billing Period; means one calendar month. Where a Customer commences services partway through a calendar month, the initial Billing Period will be a pro-rata period commencing on the service start date and ending on the last day of the same calendar month, unless otherwise specified in an Annex or Critical Information Summary.

Business Day; means a day between Monday and Friday that is not a public holiday in the state of Victoria.

Business Hours; means hours between 9:00AM and 8:00PM, Monday to Friday AEDT/AEST.

Call Recording Storage*; is an additional Hosted PBX service for the storage of Call Recordings on VoIPcloud Equipment.*

Cancellation Fee; means a fee specified in the Rate Card or Critical Information Summary which becomes payable immediately if the Service is terminated in certain circumstances.

Cancellation Charge; means all remaining months of a fixed term contract.

Carriage Service Provider; has the same meaning as "Carriage Service Provider" as defined in competition and consumer act the Telecommunications Act.

Carrier; has the same meaning as "carrier" as defined in the Telecommunications Act.

Channel Partner; a Channel Partner promotes and presents VoIPcloud services that are co-branded to Customers, provides ongoing support, and refers them to VoIPcloud under the Channel Partner Program.

Competition and Consumer Act; means the Competition and Consumer Act 2010 (Cth).

Consequential Loss; means any loss of profit or revenue (including potential profit or revenue), loss of business opportunities, loss of goodwill, loss of productivity or production, loss of data, loss caused by additional labour costs or loss caused by additional costs incurred in mitigating any circumstance.

CPI; means the Consumer Price Index All Groups (Australia).

Corporations Act; means the Corporations Act 2001 (Cth).

Customer; a legal entity within Australia that subscribed and uses VoIPcloud services for its own use or for the purpose of reselling.

Customer Premises Equipment; means any equipment which We own but must install on Your premises in order for You to receive and make use of the Service.

Customer Provided Equipment; means any equipment You own which You use in connection with the Service or to receive the Service in place of Customer Premises Equipment. In some cases, We may sell You equipment which will be subsequently used to receive the Service, this will be considered Customer Provided Equipment.

Dispute Notice; means a notice in writing formed in accordance with clause 12 which notifies Us that You are disputing certain fees, charges and commissions.

End User; is any person who makes use of a Your Service (or part of Your Service) with Your consent, or from Your premises, or using Your equipment or log-in credentials or as a result of You reselling the Service to them (in whole or in part).

Equipment; includes but is not limited to routers, masts, antennas, towers, rack-mount chassis, servers and similar things.

Extended Operational Hours; means the hours between 7:00AM and 8:59AM, Monday to Friday AEDT/AEST.

Fault Notification System; means a series of contact points to receive reports of faults.

Fax-to-Email; is an additional Hosted PBX service to send faxes via email.

Fixed-length Agreement; means an agreement which has a specified minimum term during which We agree to supply the Service to You and You agree to acquire the Service from Us.

Force Majeure Event; means an extraordinary event beyond the control or reasonable contemplation of all parties, including but not limited to; flooding, cyclone, storm, earthquake, volcanic eruption, any other natural disaster, fire, explosion, civil unrest, civil war, riot, invasion, insurgency, act of terror, blockade, embargo, supplier failure, marshal law, usurped power, confiscation, nationalisation, hostilities (regardless of declaration of war), strike action, labour dispute,

lockout, crime (including extra-ordinary acts of cybercrime or state- sponsored acts adversely affecting cyber security), extended power outage, or other adverse, emergency or extraordinary event.

Hosted PBX; means a cloud-based phone system that includes call routing and other advanced features, provided by VoIPcloud. Several advanced features are an additional service of Hosted PBX including; Fax-to-Email, Call Recording Storage, Outbound SMS and Integrations. End Users are provided with a web portal also known as Customer Portal to manage their Hosted PBX.

Insolvency Event; means:

- an application is made to a court of competent jurisdiction for an order that the relevant party be wound up, declared bankrupt or a provisional liquidator be appointed where such an application is not withdrawn, struck out or dismissed within 14 days of being made;
- a liquidator is appointed to the relevant party;
- a decision is taken to appoint an administrator to the relevant party or a controller in respect of any of the party's assets;
- the relevant party enters into or proposes to enter into an arrangement or composition with or assignment for the benefit of creditors except as part of a reconstruction or amalgamation while solvent;
- anyone on behalf of the relevant party proposes a reorganisation, moratorium, deed of company arrangement or other administration arrangement which involves these, or the winding up and dissolution of the relevant party;
- the relevant party states that it is or is or is presumed to be under any applicable law, insolvent;
- the relevant party becomes insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event;
- the relevant party fails to comply with a statutory demand as a result of section 459F(1) of the Corporations Act; or
- the relevant party dies, or is dissolved, deregistered, wound up or otherwise ceases to exist as an entity capable of purchasing and receiving Services;
- anything having a substantially similar effect to any of detrimental impact the dealings above happens to the relevant party under the law of any jurisdiction.

Integrations; are an additional Hosted PBX service to activate APIs, webhooks, and integration features.

Interest; means as set by the Reserve Bank of Australia plus 5%.

Network; has the same meaning as "telecommunications network" as defined in the Telecommunications Act.

Ongoing Agreement; means an agreement with no fixed term that continues on a month-to-month basis and automatically renews unless and until either party provides notice of its intention to terminate the agreement.

Outbound SMS; is an additional Hosted PBX service offered to SMS-enabled phone numbers only that facilitates the sending of SMS messages over the internet.

Privacy Policy; means the VoIPcloud Wholesale Privacy Policy as published on Our website.

Purchased Equipment; Equipment or Facilities that We sell to You, either to use with a Service We also provide You or otherwise.

Rate Card; means, the document entitled "Rate Card" which shows the prices, rates and charges associated with the Service. It typically includes the costs for call termination, along with other specific Service charges.

Ready for Service Date; means the date—either specified in the Agreement or communicated to You—on which the Service is provisioned and ready to use. From this date, We will begin to supply the Service to You.

Regulator; means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Telecommunications Industry Ombudsman or any other competent authority, government body or statutory body with powers to regulate Our conduct.

Related Bodies Corporate; has the meaning given to the term in the Corporations Act.

Representative; means, in respect of a Party, its employees, directors, agents, representatives and contractors.

Security Deposit; this is an amount We determine for You to pay as security, allowing Us to offer You a credit limit and 14-day credit terms with post-paid billing. We hold the deposit on Your behalf in case of payment defaults or credit risks.

Service; means the Service specified in the Service Order and any related goods or services which We supply to You in connection with the Service.

Service Schedule; means, a document entitled "Service Schedule" which describes the nature of a Service being purchased and any specific terms which apply to Services of that type.

Service Level Agreement; means the section entitled "Service Level Agreement" as part of a Service Schedule which specifies the minimum levels of service which We will uphold as part of the agreement and what will occur if We fail to meet those levels.

Service Order; means the document entitled "Service Order" which when completed and returned to Us constitutes an offer by You to Us to purchase a Service of the type listed in the Service Order from Us. Details on the Service Order include the nature of the Service being ordered, the address to which the Service is to be delivered, any special notes on the Service as well as Your billing and contact details.
Service Rebate; means a rebate paid to You in accordance with clause 13 (Service Level Agreements) for an amount in accordance with an applicable Service Level Agreement.
Service Start Date; means the date when We commence supplying the Service to You.
Service Terms and Conditions; means a document entitled "Service Terms and Conditions" or "Critical Information Summary" which describes the nature of a Service being purchased and any specific terms which apply to Services of that type.
Suppliers; means any person, company, or legal entity that provides services, products, or equipment to VoIPcloud.
Supplier failure; means the failure of any equipment, product, or service supplied to VoIPcloud by a third party, where that failure adversely affects VoIPcloud's ability to perform its obligations under this Agreement.
Tax; includes any value-added, goods or services, excise, sales, withholding or environmental tax, charge, rate, duty, impost or tariff but does not include taxes levied on income or capital gains.
Telecommunications Act; means the Telecommunications Act 1997 (Cth) and its regulations.
VoIPcloud Wholesale Group; means VoIPLine Telecom Pty Ltd. and its related overseas entities, including VoIPLine Telecom Ltd (UK), VoIPLine Telecom Limited (New Zealand), and VoIPcloud Wholesale Inc. (USA).
We; has the meaning given in the "Parties" section of this Master Services Agreement (Us, Our and other similar language is to be construed accordingly).
Whitelabel Partner; a Whitelabel Partner promotes and presents VoIPcloud services under their own brand, resells to their Customers, and provides ongoing support.
Wholesale Partner; a Wholesale Partner promotes and presents VoIPcloud services under their own brand, resells to their Customers and resellers, and provides ongoing support.
You; refers to the individual or entity that:

- Completes and signs a Service Order, Channel Partner Pricebook, Whitelabel Partner Pricebook, or Wholesale Partner Pricebook; or
- Is represented by the person completing any of the above documents on their behalf.

Where applicable, "You" also includes your Related Bodies Corporate.
(References to "Your", "Yours", or similar terms are interpreted accordingly).

2.0 About This Master Services Agreement

2.1 The terms of this Master Services Agreement shall apply to all Services We provide to You from the date You sign any Service Order with Us or any Service Start Date, unless We both agree in writing to variations to the Master Services Agreement.

2.2 If other End Users use the Service, then these Terms apply to them too. For example, if You're the account holder for a small business with a VoIP Service, and Your team members also use it, these Terms will cover them as well.

2.3 The meaning of words that start with a capital letter, are indicated in the definitions section at the start of this document.

3.0 The Agreement

About the Agreement

3.1 Our agreement with You (**Agreement**) consists of the following documents in order of precedence:

1. Partner Pricebook (where applicable);
2. Partner Agreement, Non-Disclosure Agreement and Partner Onboarding Form (where applicable);
3. Service Order;
4. Critical Information Summary;
5. Service Schedule and Service Level Agreement (SLA);
6. Policies and Forms; and
7. This Master Services Agreement.

If there is any inconsistency between the above documents, they will be read and applied in the order of precedence.

3.2 Our Agreement with You will not include any purchase order, confirmation, or terms of any other document provided by You.

Start of the Agreement

3.3 Your Service Order constitutes an offer by You to purchase the Service from Us. We may accept or reject Your

Service Order, or refuse to supply a Service to You. We decide whether to accept your Service Order and supply Services to You based on a variety of factors including:

a. Your eligibility for the Service,
b. whether the Service is available to You in Your area,
c. whether You meet Our credit and identification requirements,
d. the outcome of any credit assessment We undertake, and
e. Your prior history with Us or Our resellers.

3.4 If You terminate a Service Order after the contract is formed but before the Service is ready for use, We may have incurred
costs, including committing to fixed term contracts with Our suppliers. In these circumstances, You might have to pay a reasonable Cancellation Charge. This charge will be a reasonable pre-estimate of the costs incurred by Us at the time of cancellation and will not exceed the actual expenses We have committed to. We will provide a detailed breakdown of such costs upon request to demonstrate that the Cancellation Charge is fair and proportionate to the circumstances. Unless stated on the Service Order, the Billing Period starts from the date Your service is ready for use.

4.0 Supply Of The Service

Commencement of Supply

4.1 We will use reasonable endeavours to start supplying the Service to You by the Ready for Service Date. If the Service does not have a Ready for Service Date, We aim to start supplying the Service within a reasonable timeframe.

Representatives

4.2 You must appoint at least one representative to be responsible for the day-to-day administration of this agreement on Your behalf. Unless You notify Us otherwise, the representative is the contact person listed in a Service Order or the Primary Contact on Your VoIPcloud account.

4.3 If contact details change or a representative is removed or replaced, You must notify Us promptly with the contact details of a new representative, or of any change to the representative's contact details.

4.4 Both You and We are responsible for the acts, omissions, and defaults of each of Our respective representatives. Any communication made by or given to a representative is deemed to have been made by or given on behalf of the relevant party.

Channel Partner Authorisation

4.5 If You signed up for VoIPcloud Services through a Channel Partner, You authorise that Channel Partner to act on Your behalf in relation to those Services. You may revoke this authorisation at any time by providing written notice to Us.

Term of Supply

4.6 Our Agreement with You to supply the Services continues unless the Service is terminated earlier in accordance with this Agreement.

4.7 Unless You give notice at least 30 days in advance, following the last day of any minimum term, the Agreement will be extended for successive periods of 30 days, and We will continue to supply the service to You in accordance with clause 4.6 above.

Routing and Technical Delivery

4.8 We have absolute discretion in how We provide the service to You. We may decide the route and technical means that We use to provide Your Service.

Reasonable Co-Operation to supply and maintain the Service

4.9 You must cooperate with Us and do all things We reasonably require You to do in order to allow Us or Our supplier or contractor to supply or continue supplying the Service to You safely and efficiently. This may include:

a. providing additional information requested by Us within a reasonable timeframe;
b. securing for Us or Our suppliers or contractors, access to the premises to which the Service is being delivered for the purpose of installing Customer Premises Equipment, connecting wiring, or doing anything necessary for the delivery of the Service;
c. allowing Us or Our suppliers or contractors access to relevant premises for the purpose of maintaining or repairing Customer Premises Equipment or wiring; and
d. accepting delivery of any equipment, documents, invoices or other things relating to Your Service or Your relationship with Us.

4.10 If You do not cooperate with Us as required under clause 4.9 to enable Us to provide the Service to You safely and efficiently, We may terminate or suspend the Service.

Faults

4.11 If unexpected faults hinder the availability of the Service, We will use reasonable endeavours to resolve those faults and restore the availability of the Service as soon as possible. However, We do not promise that Services will be continuous or fault-free. Due to the nature of Services (including reliance on systems or services provided by third parties) circumstances causing faults and unavailability of Your Service may be beyond Our control.

Change of Circumstances

4.12 You must notify Us about any changes to Your Services, equipment, location, usage or circumstances that may affect Our ability to provide the Service to You. This includes if You move address, plan to substantially increase Your usage of the Service or become a Carrier or Carriage Service Provider.

4.13 If You ask Us to alter or vary Your Services, or ask Us to carry out any work on Your Services outside the scope of the relevant Service Order, We may provide You with a separate offer to supply such additional or varied Services at a fee to be determined by Us. If You accept the fee as set out in the offer, We will supply the additional or varied Services at the agreed fees.

4.14 If, as a consequence of the supply of incorrect information by You, the cost of performing the Services is increased, We may charge extra fees to cover such additional costs and expense.

Technical Support and Training

4.15 We shall provide You with reasonable technical and sales support, which VoIPcloud in its sole discretion shall consider necessary and appropriate. We're not responsible for, and may not be able to provide support for, any fault caused by:

a. Customer Provided Equipment,
b. the Service interacting with third party software You use,
c. Services provided by any third-party supplier or carrier (other than Our Suppliers).

Emergency Support

4.16 If You require urgent assistance outside of Business Hours, we offer 24/7 emergency support. Simply call Us and leave a message—this will trigger a notification, and We'll return your call promptly. If the issue is related to Customer Provided Equipment or is outside of VoIPcloud's control, an emergency support a fee of $220 including GST will apply per incident.

5.0 Using the Service

General Use

5.1 You are responsible for the use of Your Service. You must not (and must ensure that others do not) use the Service other than in accordance with Our Agreement. This includes complying with:

a. all applicable laws;
b. all directions or notices by a regulator or under law;
c. Our reasonable directions in relation to the Service or Your relationship with Us;
d. the rules of third parties whose content or services You access using the Service; and
e. all authorisations, permits and licences required under applicable law to receive and utilise the Services.

Customer Obligations

5.2 You must:

a. ensure that You and Your End Users use the Services in accordance with this Agreement and all applicable laws;
b. not use the Services for any unlawful, fraudulent, or offensive purpose, or in any manner that may interfere with the operation of Our network or the networks of Our suppliers;
c. ensure that all Customer Provided Equipment is compliant with all relevant standards and does not cause interference or harm to Our network;
d. promptly comply with any reasonable directions from Us relating to the use of the Services.

Use for intended purpose

5.3 If Your Agreement states that a Service is provided for a particular purpose, You must use the Service for that purpose. You are not permitted to use the Service in the capacity of a Carrier or Carriage Service Provider without Our express permission. You may not resell the Service or permit any other person to resell the Service unless expressly permitted by Us.

Use by End Users

5.4 You must ensure Your End Users' use of the Service complies with the Agreement as if they were You. Acts and omissions of Your End Users with respect of a Service are deemed to be Your acts and omissions.

Illegal Use

5.5 You must not, and must not allow anybody else to, use the Service to:

a. commit any offence;

b. infringe the rights of a person;
c. publish, communicate or transmit defamatory, offensive, abusive, indecent, menacing or unwanted material.

Network Integrity

5.6 You must not use the Service in a way that may interfere with the efficiency, security or integrity of Our network.

5.7 You must ensure that no one interferes with the operation of a Service or any Customer Premises Equipment, or makes it unsafe.

Failure to Comply

5.8 If We believe that Your use of the Service is inconsistent with any of the requirements in clauses 5.1 to 5.7, We may ask You to cease the activity in question, change the way You use the Service, or change the type of service You receive. If You do not comply with Our request immediately, We may take action to ensure that Your use of the Service is compliant, or suspend or terminate the Service.

5.9 If We believe Your or Your End Users' use of equipment is not consistent with clauses 5.1 to 5.7 then We may:
a. disconnect the equipment from the Service; or
b. suspend or terminate the Service.

Unauthorised Use

5.10 Whilst We may contact You if We notice unusual use of Your Service, We are not obliged to monitor Your use of a Service, or to restrict, suspend or cancel a Service if there is unusual usage. You are responsible for all use of Your Service, by You or others.

5.11 We are not responsible for monitoring, detecting or reporting fraudulent, illegal or unauthorised use of the Services.

Excessive Use

5.12 If Your use of the Services is deemed by Us to be in excess of that which is normal for the Service which You have purchased, We may require You to move onto another Service which is more suitable for Your requirements.

Needed Technology

5.13 Unless specifically included in Our Agreement with you, it is Your responsibility to provide and cover costs for the technology necessary for the Service, for example an active internet connection.

Customer Provided Equipment

5.14 If You connect Customer Provided Equipment to the Service, it must comply with the relevant technical standards and any other relevant requirements, standards and legislation.
a. We may require You to disconnect Customer Provided Equipment from the Service if the Customer Provided Equipment does not comply with clause 5.14 or the Customer Provided Equipment is having an adverse effect on Our network.
b. For example, if Your use of a Customer Provided Equipment interferes with Our Network or a Supplier's network and You fail to rectify the situation within 24 hours from Our request.

6.0 Using Purchased Equipment

Purchased Equipment

6.1 Purchased Equipment remains Our property until You pay Us in full. You agree You will not part with possession of the Purchased Equipment except to Us until You've paid Us in full. If You do part with Purchased Equipment before full payment, We may:
- recover the value of the Purchased Equipment as a debt due, and
- offset the value of the Purchased Equipment against any money We may owe to You.

6.2 Until We receive full payment for the Purchased Equipment, You must not remove or obscure any identification marks on it, and must comply with Our reasonable instructions to protect Our ownership and not do anything which might detrimentally affect Our ownership of the Purchased Equipment.

Risk in Purchased Equipment passes on delivery

6.3 Risk of loss or damage to the Purchased Equipment will pass to You upon delivery. You are fully responsible for any loss or damage to Purchased Equipment from delivery.

Installing Purchased Equipment

6.4 Subject to Agreement between Us and You as to which Services and Purchased Equipment We install, We install such Services and/or Purchased Equipment at a site nominated by You.

6.5 We will charge You Our current fees for installing the Purchased Equipment and Service.

6.6 We use reasonable endeavours to install the Purchased Equipment and Service on or around the installation date requested by You.

Equipment Returns and Refunds

6.7 Our Warranty, Dispatch and Returns Policy outlines circumstances in which We will accept the return of Purchased Equipment. Please visit Our website: https://au.voipcloud.online/legal , or ask Us for a copy.

7.0 Faults, Errors and Service Unavailability

Network Maintenance

7.1 We conduct maintenance on Our Network. We aim to schedule Network maintenance outside normal Business Hours, but may not be able to do so.

7.2 Our Voice Service Schedule outlines Our scheduled maintenance times. Please visit Our website, https://au.voipcloud.online/downloads/legal/Service-Schedule-SLA-Voice-IP.pdf, or ask Us for a copy.

7.3 Maintenance may also be conducted by Our suppliers on the supplier network(s) used to supply the Service. You understand and accept that We have no control over network maintenance conducted on supplier's networks.

Monitoring and Fault reporting

7.4 We use monitoring tools and notification systems to track the status of networks that the Service may be provided upon, however We do not guarantee that We will be able to detect every fault.

7.5 We will provide a fault notification system for You to report faults to Us during Business Hours.

7.6 Before You report a fault to Us, You will take all reasonable measures to confirm that the fault is not caused by equipment that We are not responsible for.

Fault rectification

7.7 We repair faults within Our Network.

7.8 We are not responsible for repairing faults that arise in or are caused by:

a. a Supplier's network,
b. equipment that We are not responsible for, such as Customer Provided Equipment,
c. cabling or copper-based services;
d. any network unit, facility, transit point, terminal or other infrastructure or equipment that is outside Our control.

7.9 If We are aware of a fault that occurs in or is caused by a supplier's network, We will notify the supplier of the fault and request prompt rectification of that fault, but We are not responsible and will not bear any liability or responsibility for such fault.

7.10 If a fault described in clause 7.8 above arises, We are not responsible for fixing that fault.

a. If You ask Us to investigate or fix such a fault, We will notify You of Our hourly rate (including additional rates for outside of Business Hours) and where possible give You with an estimate of how long it will take to investigate or fix the problem.
b. If You instruct Us to proceed, We will do so at a mutually determined time and charge You at the notified rate for the first hour or part thereof and a pro-rata rate for each subsequent hour for the total time of the investigation or repair.
c. We will charge You for any parts used in the repair.

Extended Unavailability

7.11 If a fault that We are responsible for results in a significant loss of Your access to or use of the Service, You may be entitled for a Service Rebate as outlined in Our Service Schedule. Please visit Our website, https://au.voipcloud.online/legal, or ask Us for a copy.

7.12 To be eligible for Service Rebates You must report any faults in accordance with the applicable Service Schedule. Details of the relevant Service Schedule are available on Our website at https://au.voipcloud.online/legal, or ask Us for a copy. Any claim for a Service Rebate must be submitted by You in accordance with the applicable Service Level Agreement.

8.0 Paying for Your Services

Fees

8.1 You're responsible for paying all Fees that arise from using the Service, whether it is Your use or anyone else with or without Your consent.

How fees are calculated

8.2 We calculate fees by reference to data that We record and log about Your use. For example, call minutes will be calculated based on the CDR and Rate Card. Our records are conclusive evidence of Your Service use and the Fees You must pay. Contact Us promptly if You think there's an issue with Your Invoice.

8.3 Unless specified in the relevant Critical Information Summary, any inclusions that You do not access or use fully are not transferable or refundable.

Taxes

8.4 Unless clearly stated otherwise, all amounts payable by You under or in connection with Our Agreement include GST.

8.5 We may Invoice You for the Service, plus any applicable GST. If GST is payable on a taxable supply We make to You, then We will specify the amount of the GST in Our Agreement with You (for example in a Critical Information Summary or an Application Form) and also make this clear on Your Invoice.

Pricing Plan Changes

8.6 We may, at Our discretion, change or discontinue Pricing Plans. If a change may be detrimental to You and You're already subscribed, We Will notify You via email, following the notice period schedule outlined in clause 26.12.

8.7 If You don't reject the Pricing Plan change within the notice period per clause 26.12, it will be deemed that You accept the change.

8.8 If You do reject the change, We reserve the right to either terminate the Service or continue providing the service at the original price.

8.9 See the Changing this Agreement section for more information on how We make changes to Fees.

9.0 Billing

9.1 Fees and charges for Your Service will begin being added to Your account balance from the Ready for Service Date (RFS), even if You haven't used the service yet.

9.2 If You have a direct debit arrangement in place for a Service, We debit Your credit card, bank account or PayPal account on the due date.

- **Monthly Fees:** If applicable, monthly fees are charged in advance. For example, this could include fees for a phone number and call plan.
- **Usage Charges:** Usage fees, including any excess usage, as well as fees for number porting rejections, overdue payments, and service suspensions, are charged in arrears as they occur. This covers things like outbound calls and SMS messages.
- **Additional Charges:** Connection fees, costs for additional hardware, and number porting submission fees, if applicable, are charged in advance. For example, this could include a phone number activation fee and NBN set up fee.

9.3 We may change the frequency of Your Invoice and if We do, We will give You reasonable notice (at least one Billing cycle).

9.4 We may need to reissue an Invoice if You or We subsequently discover errors in an Invoice.

9.5 **Out of Cycle Fees and Charges**

a. We may issue interim or pro-rata Fees or charges in the following circumstances:
   - You change Your existing plan,
   - You request a new Service to be connected,
   - You relocate an existing Service,
   - You need to be Invoiced for any 'unbilled' charges,
   - We have reasonable grounds to believe that You may be a credit risk, or
   - as otherwise agreed with You.

b. If We've undercharged You, You'll need to pay the difference—but only if it falls within the limits set by the Telecommunications Consumer Protections (TCP) Code (C628). These limits apply to Our Customers only. Channel, Whitelabel, and Wholesale Partners are not eligible for limit protections under the TCP Code, so they must pay any undercharged amounts in full. If We issue a back charge, We'll explain the reason and follow the billing timeframes and requirements set out in the Code.

Pre-paid Billing Accounts

9.6 Payment for Our Services is billed on a pre-pay basis, unless otherwise agreed by both parties.

9.7 You agree that Our Services and Goods will not be supplied until sufficient pre-payment has been made.

9.8 Your Service will be suspended automatically should Your account balance become negative and it is Your ongoing responsibility to ensure that Your account maintains a positive balance at all times.

Post-Paid Billing Approval

9.9 At Our discretion, We may offer You a credit limit, which We will determine and inform You of, along with 14-day credit terms for paying Your invoices. If We do, We need to be confident in Your ability to make payments on or before the due date. To ensure this, You must:

a. Provide Us with a security deposit, valued at approximately one month's service usage, as determined by Us.

b. Supply Us with any information We reasonably request to assess Your ability to make payments.

Post-Paid Billing Accounts

9.10 We will invoice You at the start of each month, or on an alternative agreed monthly billing date, with 14-day Credit Terms. You must pay Our invoices in full within 14 days of the invoice date without set-off unless otherwise agreed in your Service Order.

9.11 If You exceed the Credit Limit, Your service will be automatically suspended until payment is made to bring Your account back within the terms of Your credit limit.

9.12 A Security Deposit can be used to settle Your final invoice or is refundable 120 days after You close Your account, provided there are no outstanding debts. We may request an additional security deposit to increase Your credit limit if Your service usage increases over time, giving You 14 days to make the payment.

9.13 **Methods of Payment**

a. When paying for Your Services, You can choose to pay by direct debit from a credit card, bank account, or PayPal account. Alternatively, You can manually make payments using any of these methods and set up a Standing Order with Your bank if they support this functionality for regular payments.

b. If We incur fees from Your bank, payment gateway or have to pay fees in order to accept payment, We reserve the right to recover these amounts from You. If there is any payment discrepancy or disagreement about bank charges, contact Us first before Your bank and We will try to resolve the issue.

c. If Your preferred payment method is declined, We reserve the right to attempt to take the required payment for up to 30 days after the initial due date.

d. We reserve the right to terminate a payment method previously available to You at Our discretion.

9.14 **How payments are allocated**

a. You must notify Us of the invoice number to which Your payment should be applied.

b. If You do not include an invoice number with Your payment it will be applied to Your account balance or We may apply Your payment to any outstanding amount We reasonably see fit.

9.15 **Time for Payment**

a. You agree to pay all undisputed Invoices on time, by the Due Date.

b. If you need a payment plan or are experiencing financial hardship, then please contact Our customer Service team to discuss options. Our financial hardship policy is on Our website: https://au.voipcloud.online/downloads/legal/FINANCIAL-HARDSHIP-POLICY.pdf

9.16 **Late Payments and Actions we may take**

Unless You send Us a written notice about a legitimate dispute of Your Invoice, charge on Your account or contact customer Service to arrange a payment plan, then We may take the following actions for unpaid Invoices:

Unpaid Invoice	Description
a. On and from the Due Date	• Send one or more reminder notices requesting payment. • For direct debit Customers, We can attempt to take the required payment for up to 30 days after the initial Due Date. • We reserve the right to charge Interest on any unpaid amount from the Due Date until the date of payment in full. • We may charge administrative fees incurred in reminding You to pay Your Invoice and recover unpaid Fees.
b. 7 Days from the Due Date	• In addition to the above actions, We may impose Service Restrictions. • We will charge You a Late Payment Fee of $15.00.
c. 30 Days from the Due Date	• In addition to the above actions, We will Suspend Your Service. • We will charge You a Suspension Fee of $50.00.
d. 60 Days from the Due Date	• In addition to the above actions, We will Cancel Your Account • If applicable We will delete Your PBX call flow and release Your phone numbers.

Credit Risk and Actions we may take

9.17 We are not obligated to begin providing services until We are reasonably satisfied that You can pay the charges.

9.18 If at any time We reasonably consider You a credit risk or believe You may default on payments, such as when Your services are being ported away, We may stop providing services until You:

a. Pre-pay amounts for Your Service;
b. Pay an additional security deposit as requested (We will provide You 3 business days' notice);
c. Establish an automatic direct debit from Your bank account;
d. Provide a valid credit card with sufficient available credit;
e. Provide a guarantee in a form acceptable to Us; and/or
f. Arrange another credit or security measure that is satisfactory to Us.

Additional actions We may take:

- With 3 business days' notice, We may also switch Your account to prepaid billing, removing Your credit limit and credit terms.
- If You have accounts with Us in multiple jurisdictions where VoIPcloud Wholesale Group and its subsidiaries operate, Your account balance can be transferred to another VoIPcloud Wholesale Group account if payments are overdue.

9.19 **Delivery of Invoices**

We will email invoices in .pdf format to Your primary account holder and to Your other account holders who have email preferences enabled to receive emails with invoices/receipts.

10.0 Other Fees you may need to pay

10.1 **Dishonoured direct debit transaction or credit card authorization**

a. If We agree a direct debit arrangement with You for Your Service Fees and:
- Your payment is declined by Your payment provider, and
- Your payment provider charges Us a fee as a result, then
- then We may recover from You costs We incur as a result of a declined or dishonoured transaction.

Debt recovery

b. If We, acting reasonably, use debt recovery services to recover outstanding amounts from You, then We may recover those collection costs, such as legal costs.

Connection Fee

c. We may charge You a Fee to re-connect Your Service. This Fee won't apply if disconnection was caused by:
- Our error or failure to perform Our obligations under the Agreement or
- the result of any of the events specified in clauses 15.6 and 18.4 (External factors cause Us to restrict, suspend or cancel).

Other Service specific Fees

d. There may be other Fees set out in Your Service Order or Critical Information Summary or otherwise agreed with You that You will need to pay.

Administrative Fees

e. We may charge administrative fees to cover reasonable expenses and costs in the following situations:
- Repeated security breaches or fraudulent transactions on Your account, including investigation time and issuing spam/scam notices.
- If You request an archived or hard copy of an invoice.
- Regulator and other legal fees We incur due to actions You have taken.

Cancellation Fees

f. If You've agreed to a Fixed Term Service in Your Service Order and You cancel the Service before the end of the Fixed Term, You'll need to pay a Cancellation Fee.
- The relevant Cancellation Fee is set out in the relevant Critical Information Summary or Service Order.

10.2 **Restriction, suspension, or cancellation for non-payment**

a. If We restrict or suspend the Service for non-payment, then:
- the regular monthly Service charges will continue to accrue, and
- You are responsible for all Fees and charges incurred before the date of restriction, and
- You are responsible for all ongoing Fees and charges until the Service is either paid up to date, cancelled or disconnected.

b. If We cancel or disconnect a Service for non-payment, then You are still responsible for paying all Fees and other charges incurred before the date of cancellation or disconnection.

10.3 **You may not set off Fees**

a. Unless We agree in writing, You must pay the Fees without any set off, counterclaim or deduction.

11.0 Refunds and credits

a. All Service Fees and Charges are generally non-refundable unless We cannot provision the Service You requested.

b. If Your account for the Service is terminated and You owe Us money, then You agree that:

- We may deduct any outstanding fees on the final settlement of Your account and

c. You can request a refund if You have a positive account balance after cancelling Your Services and Account with Us. Just notify Us within 90 days of Your account closure.

12.0 Disputes

12.1 If a dispute arises in connection with this Agreement, either party may give the other party written notice of the dispute. The parties must use reasonable endeavours to resolve the dispute within 30 days. If the dispute is not resolved within that period, either party may refer the dispute to mediation. Nothing in this clause prevents either party from seeking urgent interlocutory relief.
We will seek to resolve any dispute by Agreement or consultation with You and request that You contact Us at support@au.voipcloud.online in the first instance.

You may dispute an invoice

12.2 You may dispute invoices We issue You if You have a reasonable basis for believing that they are incorrect, by sending to Us a written dispute notice, in the form described in clauses 12.5, 12.6 within 5 months of the issue date of the invoice.

12.3 Upon receiving a valid dispute notice, We will investigate the dispute claim and notify You of the progress of the investigation within 14 days.

12.4 If You do not validly dispute an invoice within 5 months from the date the relevant Charges were incurred, the invoice will be deemed to be correct.

Dispute notices

12.5 Dispute notices must be in writing and emailed to support@au.voipcloud.online.

12.6 You must include the following information in a written dispute notice:

a. The invoice number of the invoice on which the disputed fees and charges appear,

b. The total amounts of the fees or charges which are being disputed,

c. Whether You intend to withhold payment for those amounts,

d. The reason that the fees or charges are being disputed,

e. Any evidence which may demonstrate why the fees are incorrect.

Validity of records

12.7 Unless they can be shown to be incorrect, Our records are sufficient proof that a charge is payable.

Circumstances where You may withhold amounts due

12.8 Where Your dispute is lodged 7 days or more prior to the due date of the invoice to which the dispute relates, You may withhold only such amounts as are directly and specifically related to the dispute from Your payment.

12.9 Other than where You may withhold disputed amounts due as outlined above, all sums payable under this agreement are payable in full without deduction or set-off, other than as may be required by law.

12.10 If You dispute a paid invoice, You must not withhold any future payments, either in full or in part.

TIO Scheme

12.11 If a dispute isn't resolved after You've gone through clauses 12.1 to 12.9, Individual, small business, and not-for-profit consumers may have rights under the Telecommunications Industry Ombudsman (TIO) scheme. For more information, visit www.tio.com.au or call the TIO at 1800 062 058 or (TTY) 1800 675 692.

12.12 You must follow clauses 12.1 to 12.10 before initiating any legal proceedings. If the senior management of both parties cannot resolve the dispute within 20 business days of the notice, either party may take additional steps, including legal action, to resolve the issue.

Payment for resolved disputes

12.13 If the dispute is resolved in Our favor, You must pay the full amount due within 5 Business Days.

12.14 If the dispute is resolved in Your favor, We will reimburse the disputed amount within 5 Business Days.

Credit management during disputes

12.15 If We become aware that a dispute is still open and unresolved for Our Customer, We will not take credit management action on the disputed amount. This applies to complaints lodged with Us, the TIO, or another recognised third party.

Partner exclusion

12.16 Clause 12.15 (Credit management during disputes) does not apply to Channel Partners, Whitelabel Partners, or Wholesale Partners.

13.0 Service Level Agreements

A Service Level Agreement may be applicable to Your Service

13.1 If a Service Level Agreement applies to Your Service, We list it in Your Service Schedule or Service Order.

13.2 If We fail to meet a Service Level We have agreed with You and We're at fault, then We are liable to You and We limit Our liability to a Service Rebate in accordance with the terms of the relevant Service Level Agreement.

13.3 Subject to any applicable laws to the contrary which cannot be excluded, Our obligation to issue Service Rebates to You are the full extent of Our liability and Your sole and exclusive remedy in respect of any failure by Us to meet Our obligations under a Service Level Agreement.

Some events will not be a breach of a Service Level Agreement

13.4 Unless the relevant Service Level Agreement expressly and specifically modifies this clause, We will have met a Service Level Agreement even if Services Levels are not met, if Service Levels are not met because of reasons substantially attributable to the following:

a. Circumstances or events caused or contributed to by You or Your Representatives, including removing or disconnecting any equipment, or conditions present on Your premises (dust, vermin, water, lightning, etc.).
b. Equipment that We are not responsible for (including Customer Provided Equipment) that You use in connection with the Service.
c. Circumstances or events which are substantially or entirely beyond Our reasonable control (e.g.; Failures by upstream providers, DDoS attacks).
d. Necessary scheduled or unscheduled maintenance.
e. You have failed to comply with this Agreement, another agreement with any entity in the VoIPcloud Wholesale Group or Our reasonable directions in relation to the Service.
f. Any other reason specified in Your Service Level Agreement.

Service Rebates will not exceed amounts payable

13.5 A Service Rebate cannot exceed the total amount of the fees for Your Service during the relevant Billing Period when the event giving rise to the Service Rebate is alleged to have occurred.

How to claim a Service Rebate

13.6 Unless specified otherwise in Your Service Schedule, if You believe that We have breached a relevant Service Level Agreement, You must notify Us in writing by emailing support@au.voipcloud.online that You intend to claim a Service Rebate. Your notification must include:

a. A description of the event that You believe breached the Service Level Agreement,
b. The date and time of the event,
c. Any other information such as helpdesk ticket numbers which helps Us confirm that a breach of the Service Level Agreement occurred.

13.7 If You do not notify Us that You wish to claim a Service Rebate within 5 Business Days of the event which allegedly breaches the Service Level Agreement, then You have waived Your right to receive a Service Rebate.

14.0 Your Rights to Terminate the Service

You may terminate the Service at will

14.1 You may terminate Your Service at will:

a. by giving Us at least 30 days' notice that You intend to terminate Your Service.
b. if the Service is under a Fixed- length Agreement, paying Us the Cancellation Charge.

14.2 If We have not:

a. started supplying the Service to You, or
b. entered into any agreement with another supplier in relation to Your Service,

then You may terminate Your Service at will by:

c. notifying Us as soon as practicable not to start supplying the Service; and paying Us reasonable cancellation costs.

You may terminate the Service if We are in material breach of this agreement

14.3 If We breach a material term of this agreement and You have given Us notice of the breach, then You may terminate the Service immediately if:

a. We have not remedied the breach 30 days after receiving notice of the breach; or
b. the breach cannot be remedied.

14.4 For the purposes of this clause 14:
a. A Breach of a Service Level Agreement does not constitute a material breach; and
b. If the Service is unavailable and We have not given You notice that the Service will become unavailable or that unavailability is not authorised under this Agreement, then that unavailability is a breach that can be fixed by restoring the Services or taking steps to offset material detriment caused by the unavailability of the Services, subject to clauses 22 and 23.

You may terminate the Service in other circumstances

14.5 You may terminate the Service immediately by giving Us as much notice as possible if:
a. We are the subject of an insolvency event; or
b. The law requires You to do so; or
c. The provision of the Service becomes illegal.

15.0 Our Rights to Terminate the Service

We may terminate the Service at will

15.1 If You have an Ongoing Agreement, We may terminate Your Service at will by giving You at least 30 days' notice that We intend to terminate Your Service.

15.2 If You have a Fixed-length Agreement We may terminate Your Service at any time:
a. By giving You at least 45 days' notice that We intend to terminate Your Service and taking reasonable steps to appropriately offset the effect the Cancellation has on You (for example by providing a refund); or
b. By giving You notice and transferring You to a reasonably similar alternative service for the remainder of Your Fixed-length Agreement.

We may terminate the Service if You are in material breach of this agreement

15.3 If You breach a material term of this agreement that is not related to paying Your charges, and We have given You notice of the breach, then at Our discretion We may or terminate the Service immediately if:
a. You have not remedied the breach 30 days after receiving notice of the breach; or
b. the breach cannot be remedied.

We may terminate the Service due to Your finances

15.4 Unless otherwise set out in the Agreement, We may terminate the Service after providing 14 days' notice to You if:
a. Any amount You owe Us in respect of the Service is unpaid after the due date of the relevant invoice; and remains unpaid after the expiry of the 14 days' notice period above, and
b. That amount is not validly withheld under clauses 12.7 and 12.8.

15.5 We may terminate the Service at any time if You suffer an insolvency event.

We may terminate the Service in other circumstances

15.6 We may terminate the Service immediately if;
a. We are the subject of an insolvency event,
b. We become aware or are advised by any regulatory authority that applicable or relevant laws, rules, regulations or authorities, or any decision of a court or government authority, prohibits the provision of the Service,
c. We reasonably suspect fraud or other illegal activity in connection with the Services;
d. Your use of the Services threatens the security, integrity, or operation of Our network or any third-party network;
e. Any application for a consent required for the provision of the Service is rejected or is terminated, lapses or is otherwise terminated and no further replacement, consent can reasonably be obtained,
f. Termination or expiration of any head lease or licence governing the site from which the Services are provided, or where the equipment and or facilities are located, or
g. You vacate the premises to which the Service is connected without making arrangements to relocate the Service.

15.7 If We terminate the Service pursuant to this clause, although in most cases We will give You as much notice as is reasonably practicable, We reserve the right to terminate the Service without any notice to You.

16.0 Termination due to a Force Majeure Event

Either party may terminate the Service due to Force Majeure

16.1 We are not liable for any failure or delay in performing Out obligations under this Agreement to the extent that the failure or delay is caused by a Force Majeure Event.

16.2 If a Force Majeure Event adversely affects either party (whether in relation to the Service or otherwise) for more than 60 days, that party may terminate the Service by giving as much notice as is reasonably possible to the other party.

17.0 What happens when the Service is Terminated

The Agreement terminates

17.1 The Agreement terminates completely when all the Services are terminated, except for clauses that are specifically expressed to or impliedly must survive termination.

17.2 Termination does not affect any accrued rights or remedies of a party.

We stop supplying the Service

17.3 When a Service is terminated:

a. We may no longer supply, and You will no longer be entitled to receive any element of the Service,

b. We may permanently and irretrievably erase all records and databases that We keep in relation to the Service, except for records which We keep for administrative and accounting purposes and are required to keep by law,

c. We may take steps to disconnect equipment used in relation to the Service, regardless of whether You have taken steps to back up Your data and We accept no responsibility for any data loss.

We may charge You Cancellation Charges

17.4 If You have a Fixed-length Agreement, and prior to the minimum date:

a. You terminate a Service at will, or

b. We terminate a Service due to Your breach,

then We may charge You a Cancellation Charge.

17.5 If You terminate the Service before We have commenced supplying the Service to You We may charge You for reasonable costs We incurred as a result of taking steps to provide the Service to You.

Return of equipment and other property to Us

17.6 If You have possession of any Customer Premises Equipment or any other property belonging to Us, including but not limited to keys, access cards, confidential information, proprietary configuration information, You must, at Our option either;

a. Return the property to a location nominated by Us as soon as is reasonably possible; or

b. Allow Us, Our suppliers or other agents, reasonable access to the facility where the property is situated for the purposes of uninstalling and collecting the property; or

c. Verifiably destroy the property to Our satisfaction.

17.7 You are responsible for all costs associated with delivery, collection, or destruction of the property.

17.8 We will assess the quality of the property upon taking delivery. We may impose reasonable charges on You for damage that is beyond fair wear and tear and lost or stolen property.

17.9 If We have not received the property within 7 days of the Service being terminated, We may charge You for the replacement cost of the property and reasonable associated administrative costs.

Return of equipment and other property to You

17.10 If We have possession of Your property or Customer Provided Equipment, unless otherwise specified, once the Service is terminated, We will:

a. Uninstall or disconnect the equipment or property from any of Our facilities; and

b. Store the equipment either within the facility or at Our nearest office for a period of 7 days, after which, if You have not collected it, it will be deemed abandoned, and We may deal with it as We see fit.

Use of the Service after Terminated

17.11 If You are still able to use the Service after the Service is terminated, You continue to be liable for any charges arising from Your use of the Service. This clause 17.11 survives termination of the Agreement.

On Service Termination payment is due immediately

17.12 Upon termination, any outstanding payments owed by either party will be immediately due.

17.13 On termination, any products or materials in Your possession that haven't been fully paid for must be returned to Us as outlined in clause 17.6.

17.14 If payments owed to Us are not made within 10 business days of termination of this agreement, We may take possession of and sell any Customer Equipment held at a data center to recover the outstanding amounts. This clause 17.14 survives termination of the Agreement.

18.0 Suspension of the Service

We may suspend the Service prior to terminating the Service

18.1 Notices of suspension and termination may be served simultaneously.

18.2 If We suspend the Service or give notice of Our intent to do so this shall not in any way prejudice any right We may have to terminate the Service.

18.3 If We give notice of Our intent to terminate the Service this shall not in any way prejudice any right We may have to suspend the Service.

We may provisionally suspend or restrict the Service;

18.4 In some circumstances We may provisionally suspend or restrict Your Service by giving You as much notice as reasonably possible (which may be given reasonably soon after We have suspended or restricted Your Service). Suspension or restriction in these circumstances will remain in place until the circumstances giving rise to the suspension or restriction have satisfactorily passed and We believe they are unlikely to return. We may suspend or restrict Your Services under this clause 18.4 where:

a. We believe it is reasonably required to prevent fraud, illegality, propagation of spam or malicious software, or interference with any other network, how so ever caused;
b. Problems are experienced interconnecting Our network with any other network;
c. We cannot enter Our or Your premises to do something in connection with the Service that We need to do in order to supply the Service or make the Service or related equipment safe;
d. You vacate the premises to which the Service is connected;
e. We believe it is reasonably required to prevent or mitigate interference, howsoever caused, with Our network or Our ability to provide other services;
f. Providing the Service becomes illegal, or We believe on reasonable grounds that it will become illegal;
g. We are required to comply with an order, instruction request or notice of a regulator, emergency services organisation or other competent authority; or
h. A force majeure event affects Our ability whether directly or indirectly to provide the Service.

Maintenance and Repair Work

18.5 If We or Our suppliers need to conduct maintenance and repair work on any part of the network or equipment which is directly or indirectly relevant for supplying Your Service, then Your Service may be impacted.

a. We aim to give You reasonable notice if maintenance and repairs will impact Your Service, however this may not always be possible.
b. We also aim to schedule maintenance during days and times that are less disruptive for Customers, however in some circumstances this may not be possible.

Use for Intended Purpose

18.6 If We reasonably believe that You are in violation of clause 5.2, then We may require You to switch to a more suitable service. If You do not agree to switch, We may suspend or restrict Your usage of the Service and/or We may require You to switch to a more suitable service.

We may suspend the Service due to Your finances

18.7 Unless otherwise set out in the Agreement, We may suspend the Service after providing 14 days' notice to You if:

a. Any amount You owe Us in respect of the Service is unpaid after the due date of the relevant invoice; and remains unpaid after the expiry of the 14 days' notice period above,
b. That amount is not validly withheld under clauses 12.7 and 12.8 (Circumstances where You may withhold amounts due), or
c. We reasonably consider You to be a credit risk.

18.8 Your Service shall remain suspended until such time as:

a. If You fail to pay undisputed amounts including any invoice in full by the relevant due date; until such time as You have paid the undisputed amounts in full, and
b. If We consider a credit risk exists, until such time as:
   i. You put in place, or increase, to Our satisfaction, a credit security arrangement in accordance with clause 9.18, and
   ii. You pay all undisputed amounts owing including on any unpaid and overdue invoices owing to Us and any VoIPcloud Wholesale Group entity.

19.0 What happens if a Service is Suspended

The Service will be restricted

19.1 During a suspension, Your access to the Service may be limited or unavailable.

You must pay fees

19.2 If the Service is suspended due to circumstances reasonably attributable to You or Customer Provided Equipment which You are responsible for maintaining, You must pay Us for reasonable costs We incur in suspending and resuming the Service, as well as for any fees that would normally be charged to You for the Service.

You may be entitled to a refund

19.3 If the Service is suspended due to circumstances not reasonably attributable to You or Customer Provided Equipment which You are responsible for maintaining, You will be entitled to a refund of access fees paid to Us during the period of the suspension.

20.0 Authority of Employees and Agents

We can rely on the authority of Your employees and agents.

20.1 From time to time We need Your consent to do certain things. We can reasonably rely on the authority of any of Your employees or agents who tell Us they have the authority to act on Your behalf in relation to the matter.

21.0 Insurance

21.1 You must, at Your own cost, maintain all insurance required by law and any insurance specified in this Agreement or any related Service Order, Service Schedule, Pricebook or Partner Agreement, including where applicable:

a. public liability insurance of not less than AUD $5,000,000 per occurrence;
b. professional indemnity insurance of not less than AUD $2,000,000 per claim; and
c. workers' compensation insurance as required by law.

You must ensure that all such insurance remains current during the term of this Agreement, provide Us with evidence of currency on request, and not do anything that would invalidate or prejudice any such insurance.

22.0 Your Liability to Us

This section survives termination.

22.1 You, Your agents and any other party making use of the Service are jointly and severally liable for all fees as well as any loss or damage arising out of or in connection with the Service, and You indemnify Us for any loss, damage or costs We incur in connection with Your or Your End Users' use of the Service, including Equipment used in connection with the Service.

You are responsible for ensuring that Your End Users do not make claims against us

22.2 We are not liable to End Users in contract, tort (including negligence), statute or otherwise, if an End User makes a claim against Us in relation to:

a. use (or attempted use) of a Service in breach of this Agreement; or
b. Equipment used in connection with a Service in breach of this Agreement;
c. Other services or products which rely on the Service; or
d. Any other matter arising out of the relationship between You and Us,

You must pay Us for any loss We suffer in connection with such claims, including Our own reasonable costs, which may be made against Us in respect of the matters listed in this clause.

You Must Not Bring Claims against Our Suppliers

22.3 Notwithstanding anything else in this Agreement, to the extent permitted by law and without excluding, restricting or modifying any rights or remedies to which You may be entitled to under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law, neither You or Your End Users may bring any claim against any of Our Suppliers, Our Suppliers' Related Bodies Corporate or any of their respective personnel in connection with the supply (or any delay, failure to or defect in relation to the supply) of any products or services which are direct or indirect inputs to any products or services which are the subject of this Agreement.

22.4 Clause 22.3 does not apply to a claim by You or Your End User for loss or damage suffered or incurred by the Customer arising from or in connection with:

a. any damage to, or loss of, tangible property to the extent that such losses are caused or contributed to by Our supplier, Our supplier's Related Bodies Corporate or any of their respective personnel or third-party suppliers; or
b. the death or personal injury of any person to the extent caused or contributed to by:
   i. negligent or willful acts or omissions of Our supplier, Our supplier's Related Bodies Corporate or any of their respective personnel; or
   ii. any equipment or network owned, operated or controlled by Our third-party supplier.

Maximum Amount of Your Liability

22.5 Subject to paragraph (a) below, to the extent permitted by law, Your total liability for claims in connection with Our Agreement, whether due to an error on Your part, something not going as planned, or any other reason – is limited to three times the price paid or payable under the Agreement in the 12 months prior to the claim.

a. The exclusions and limitations of liability in this clause do not apply to liabilities in relation to:
   i. personal injury, including sickness and death;
   ii. loss of, or damage to, tangible property;
   iii. an infringement of Intellectual Property Rights or Moral Rights;
   iv. any fraudulent act or omission or intentional misconduct of the Customer;
   v. any indemnities given by You under this Agreement;
   vi. any breach by You of any obligation under clause 30 (Confidentiality) or 31 (Privacy); or
   vii. Cancellation Charges and Cancellation Fees.

23.0 Our Liability to You

This section survives termination.

Our legal responsibilities and obligations

23.1 We have statutory responsibilities and obligations under:
   a. The Telecommunications Act,
   b. The Competition and Consumer Act including Schedule 2, the Australian Consumer Law, and
   c. Other applicable laws, regulations and codes.

23.2 Nothing in Our Agreement with You removes or limits any of Your rights that cannot be excluded or modified under existing laws or regulations.

Our liability for breaches of consumer guarantees

23.3 If You have particular statutory rights as a consumer under the Australian Consumer Law and We breach them, Our liability in relation to goods or services which are not ordinarily acquired for domestic, personal or household use is limited to (at Our option, acting fairly and reasonably):
   a. In respect of goods; repairing or replacing those goods, or paying the cost of having those goods repaired or replaced, and
   b. In respect of services; resupplying the services, or paying the cost of having those services resupplied.

Our liability in respect of matters not covered by the Australian Consumer Law

23.4 Other than Your statutory rights which cannot be excluded, We expressly exclude all liabilities, rights, remedies, conditions, warranties and other terms that may be implied by custom, statute or common law, to the extent that is permitted by the law.

Our liability for interruptions and delays

23.5 If Your Service is interrupted or delayed We accept liability to You but Our liability is limited:
   a. as specified in any applicable Service Level Agreement, or
   b. If no Service Level Agreement applies to Your Service, an amount equal to the charges billed in respect of the interrupted Service pro-rated for the period of the interruption or delay.

Maximum Amount of Our Liability

23.6 If something goes wrong and You face issues due to Our Services, We want to ensure You're treated fairly. At the same time, We also need to limit how much We are responsible for, so We can continue providing quality Services to all Customers. Please note that this limitation is an important part of Our Agreement with You and Our other Customers, and it's one of the reasons We're able to provide the Services at the price We do.

23.7 **Cap on Our Liability**

To the extent permitted by law, Our total aggregate liability is limited to the total amount paid or payable to Us for the relevant Services under Our Agreement with You in the 6-month period immediately preceeding the event that gave rise to the claim.

What this means for You

23.8 This cap helps Us balance Our desire to fix issues and Your right to compensation, with the need to keep Our service sustainable for all Customers. If You do have to make a claim against Us, the most We will be responsible for is the amount You've paid for Our Services in the six months preceding the date of the relevant claim.

Limitation of Liability

23.9 The exclusions and limitations of liability in this clause do not apply to Our liability in relation to:
   a. personal injury, including sickness and death;
   b. loss of, or damage to, tangible property;
   c. an infringement of Intellectual Property Rights or Moral Rights;
   d. any fraudulent act or omission or intentional misconduct; or
   e. any breach by Us of any obligation under clause 29 or 30.

23.10 To the maximum extent permitted by law, We are not liable to You or any End User for any indirect, consequential, special, or punitive loss or damage, or for any loss of profit, revenue, business, or data, arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute, or otherwise, even if We have been advised of the possibility of such loss or damage.

23.11 The limitations and exclusions of liability in this Agreement apply to all claims, whether arising in contract, tort (including negligence), statute, or otherwise, except to the extent expressly stated otherwise in this Agreement.

Ongoing Services

23.12 For services that are ongoing, We will calculate the cap based on the total fees paid during the last full 6 months of service before the claim arises. If the services have been active for less than 6 months, We will use the total fees paid from the start of the agreement until the claim arises.

Mutual liability exclusions

23.13 The following exclusions apply to clauses 22 and 23:

Consequential Loss

a. Neither party is liable to the other party (or any third party) for Consequential Losses.

Mutual Proportionate Liability

b. Each party is responsible for its own actions and the portion of any loss or damage caused or contributed to by them or their Representatives.

23.14 **Force Majeure**

No liability.

We are not liable for any delays or failure to meet Our obligations under this Agreement if they result from a Force Majeure Event.

24.0 Warranties and Indemnities

Mutual warranties

24.1 Each party represents and warrants to the other on a continuing basis that:

a. It has full power, and has taken all necessary action, to enter into this agreement, and perform its obligations contemplated by this agreement;

b. Upon execution of this agreement, its obligations will be valid, binding and enforceable; and

c. It holds all licences, permits, consents and authorisations required under any law in relation to the provision or acquisition of the Services, as relevant, and will continue to do so at all times during the term of this agreement.

Your warranty to Us

24.2 You represent and warrant to Us on a continuing basis that:

a. You accept all responsibility for the selection of the Services to meet Your requirements, and that We do not warrant that the Services will be suitable for such requirements, nor that any Services will be uninterrupted or errorfree;

b. You accept all responsibility for ensuring that regular copies of all of Your data are made and backed up, and that it is not Our responsibility to back up Your data.

Customer Indemnity

24.3 You indemnify Us and Our Related Bodies Corporate, and each of their respective officers, employees, contractors, and agents, against all losses, damages, costs, expenses, and liabilities (including legal costs on a full indemnity basis) arising from or in connection with:

a. any breach of this Agreement by You or Your End Users;

b. any use of the Services by You or Your End Users in breach of any law or the rights of any third party;

c. any claim that the Customer Provided Equipment or any content supplied by You or Your End Users infringes the rights (including intellectual property rights) of any person;

d. any act or omission of You or Your End Users in connection with the Services.

25.0 Complaints

25.1 If You have any complaints regarding the Service, please let Us know.

a. We will handle, investigate and attempt to resolve the complaint to Your satisfaction.

b. We will use Our best endeavours to reasonably resolve complaints, however, if We are unable to resolve the complaint to Your satisfaction, depending on the nature of the complaint, You may request external review from

agencies such as the Telecommunications Industry Ombudsman (TIO). The TIO scheme is only available to individual consumers, small business consumers and not-for-profit consumers. The service is not available for Channel Partners, Whitelabel Partners and Wholesale Partners.

c. Our Customer Complaints Policy outlines how We handle complaints. Please visit Our website: https://au.voipcloud.online/downloads/legal/Customer-Complaints-Policy.pdf or ask Us for a copy.

26.0 Changing the Agreement

Changes We may be required to make

26.1 We may need to change a Service, or features or functions of a Services, as well as the terms of This Agreement due to circumstances beyond Our control, including:

a. changes in law;
b. urgent changes for security reasons, for example in order to address a security vulnerability;
c. changes by a Supplier in relation to:
   i. the terms on which they supply Services to Us, including Supplier fee increases; or
   ii. the functionality or nature of a Service or its underlying technology.

26.2 We aim to give You prior notice, although at times this may not be possible.

26.3 Subject to this section 26, We cannot change the fees We charge during the term of a fixed length Agreement unless:

a. The change is the result of a change in the price from a supplier for an input which is required for Your Service;
b. The change is required by law or are necessary for security reasons, fraud prevention or for technical reason;
c. The change is in relation to a fee or charge that accounts for a tax imposed by law;
d. The change is in relation to a previously notified change, such as an annual CPI adjustment for Service fees;
e. The change is in relation to a solely administrative fee, pursuant to clause 26.4; or
f. You agree to the change.

We may make changes on the following grounds

26.4 We may increase existing charges or introduce new charges for administration facilities (e.g.; credit card payments). If We make such changes and You are an affected Customer We will:

a. Offer You a reasonable alternative administrative facility with no additional charges; or
b. If We are unable to offer You a reasonable alternative administrative facility, and the Service is conditional upon access to such a facility, offer You an opportunity to terminate that Service on fair terms.

Changes due to business decisions

26.5 We may also need to change the terms of Our Agreement with You for Our own legitimate business purposes, including:

a. changes We make to keep pace with technology updates;
b. changes in Our supply chain requirements;
c. changes in the technical services We have available to support a Service or feature;
d. changes in Our business strategy;
e. improving the clarity, consistency or operation of this Agreement; and
f. correcting errors, omissions or inconsistencies that do not materially reduce Your rights.

26.6 If Your fixed term contract is a “small business contract” within the meaning of section 23(4) of the Australian Consumer Law and a change to the Agreement has a detrimental impact on You that is more than a minor detriment, and is not a change of the type specified in clauses 26.1, 26.3 or 26.4, then We will offer You the chance to terminate that Service on Fair Terms.

Assignment and Subcontracting by Us

26.7 As long as We act reasonably:

a. We may assign, novate, transfer or sub-licence Our rights and obligations under this agreement to another responsible person or business (including a purchaser of Our business) as long as We give You reasonable notice in writing if possible.
b. We may arrange for another person, including a Related Body Corporate or a supplier to perform Our obligations under the Agreement. We remain fully responsible to You for the actions of anyone We engage to perform Our Obligations.

Assignment by You

26.8 You may only assign Your rights under the Agreement with Our prior written consent, which We will not unreasonably withhold.

26.9 You may only transfer Your obligations under this Agreement if:

a. The Service is available where the transferee wishes to receive it, and

b. The person to whom You transfer the obligations meets proof of identification, eligibility criteria for the Service and credit rating requirements.

Your rights if we change the Agreement

26.10 You can cancel Your Service if You have 30-day contract terms with Us

a. If We give notice of changes then You may cancel the affected Service by giving Us notice in writing.
b. You must give Us 30 days' notice to cancel the affected Service if You have 30-day contract terms with Us.
c. You will still need to pay all outstanding amounts for Services We've delivered, and Equipment We've provided.

26.11 If You don't cancel Your Service

a. We consider that You accept Our proposed changes from the date We stated the changes take effect, and
b. Our Agreement is amended by those changes and will govern the relationship between You and Us from that date.

When changes take effect

26.12 When We need to or decide to make a change, the changes will take effect for Your Service in accordance with notice periods set out in the below table.

Type of change	Description	Notice required	Examples
Detrimental change	If We believe a change may be more than a minor detriment to a Customer.	At least 21 days.	We remove a feature or function to a Service that You use regularly.
Beneficial or neutral change	Changes that We reasonably believe will be beneficial to You or have a neutral impact on Your enjoyment of the Service.	We can make these changes straight away without giving You notice.	Increasing included minutes in Your plan without increasing Fees Removing a minor feature You don't use.
Urgent Change	Changes required by law, for security reasons, or technical reasons to protect network integrity.	We aim to give You as much notice as We reasonably can in the circumstances.	Changes to maintain compliance with new laws. Addressing a security vulnerability.
Administrative Fee change	A new fee or increase in existing admin fees for ancillary Services	We aim to give You as much notice as We reasonably can in the circumstances.	Introduction of new credit card transaction Fees. Increase in existing admin Fees.
Additional tax or levy	A new fee or increase in an existing fee due to additional tax or levy imposed by law.	We aim to give You as much notice as We reasonably can in the circumstances.	An increase in the GST or a new tax that applies to a specific type of service.
Supplier Fee change for premium and International calls and SMS	Fee increases due to increases imposed on Us by Suppliers.	We can make these changes straight away without giving You notice.	Fee increase for premium destinations and international calls and SMS.
New Services that are not subscribed, Fee change	A new fee or increase in existing fees for not subscribed Services.	We aim to give You as much notice as We reasonably can in the circumstances.	Fee increase for new applications of NBN, DID, call and SMS plan Services. Service is not assigned to Customer.
Existing Services that are subscribed, Fee change	A new fee or increase in existing fees for subscribed Services.	At least 30 days.	Fee increase for subscribed Services of NBN, DID, call and SMS plan Services. Service is assigned to Customer.

27.0 Jurisdiction

27.1 This Agreement is governed by the laws of Victoria Australia.

27.2 Both You and We irrevocably submit to the exclusive jurisdiction of the courts of Victoria Australia.

28.0 Exercise of rights and waiver of rights

If a party does not exercise a right that party is entitled to exercise, this does not mean that party has waived its

entitlement to that right, and that party may subsequently exercise that right if the circumstances permitting that right to be exercised exist.

29.0 Intellectual property

We own intellectual property

29.1 We own all material developed by Us or Our personnel or at Our direction, including intellectual property rights.

29.2 We may permit You to use all or some material or other material, appropriately licenced by Us as part of the Service. Any such permission is subject to any reasonable conditions We may attach from time to time.

29.3 Any permission which is granted to use material under this clause ceases when the Service is terminated and the Agreement terminates.

29.4 You must not infringe any person's intellectual property rights in using the Service. If You do so We may terminate or suspend the Service.

29.5 You agree, at Our request, to take all actions and execute all documents as may in Our reasonable opinion be necessary to enable Us to obtain, defend or enforce Our rights in the intellectual property, and You must not do or fail to do any act which would or might prejudice Our rights under this clause.

30.0 Confidentiality

30.1 Both parties acknowledge that in the course of performing their obligations under this agreement, they may receive information which is proprietary and confidential to the other party. Both parties agree not to use confidential information of the other party except in the proper performance of their obligations, and not to disclose the confidential information to any person or entity other than their own employees or agents directly involved in the performance of the Services.

30.2 You must keep confidential all information disclosed to You by Us that is marked as confidential or that a reasonable person would consider to be confidential, and must not disclose such information to any third party except as required by law or with Our prior written consent, or as set out in this clause.

30.3 Where it is necessary to disclose the confidential information to external agents or contractors, these are to be bound by a separate written undertaking to protect the confidentiality of such Confidential Information, on the same terms as this agreement.

Further permitted use and disclosure

30.4 Notwithstanding clauses 30.1 and 30.2 above, both parties may use or disclose confidential information to the extent necessary to:

a. Comply with any law, binding directive of a regulator or a court order;
b. Comply with the listing rules of any stock exchange on which its securities are listed; or
c. Obtain professional advice in relation to matters arising under or in connection with this document.

30.5 Before use or disclosure of confidential information, the receiving party must first notify the disclosing party and cooperate to minimize the disclosure to the maximum extent permitted by law. They must also obtain written consent from the disclosing party.

30.6 The recipient must deliver and surrender to the disclosing party upon request all records of confidential Information.

Equitable remedies

30.7 Both parties acknowledge that a breach of the confidentiality obligations set out in this clause may cause the other irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to a claim for damages and any other remedies available at law or in equity, one party may seek specific performance or injunctive relief against any breach or threatened breach by the other party.

Obligations to continue after the Agreement ends

30.8 All obligations of confidence continue in full force and effect after the expiry or termination of this agreement.

30.9 We may mention You as a VoIPcloud Customer in Our press releases, marketing materials, sales efforts, or on Our website.

31.0 Privacy

31.1 In electing to receive the Service from Us You consent to Us collecting, using and disclosing Your personal information to give effect to this agreement. We will only collect and use Your personal information in accordance with the Services, Our Privacy Policy, and the Privacy Act.

Privacy Complaints

31.2 You must promptly notify Us at support@au.voipcloud.online of any complaint You receive concerning the use, disclosure, storage, transfer or handling of Personal Information, and We will comply with any reasonable direction by You in relation to a complaint concerning the use, disclosure, storage, transfer or handling of Your Personal Information.

We add your details to the IPND

31.3 We're required by law to give Your name, address, phone number to the manager of the Integrated Public Number Database (IPND) for the Approved Purposes.

31.4 We do not list phone numbers to the general public via public number directories or directory assistance Services.

31.5 You must keep Your account contact details up to date to ensure IPND data is accurate and correct.

31.6 You have the option to update Your IPND data via Our online platform(s). By choosing to utilise this method, You acknowledge and agree that You are solely responsible for the accuracy and completeness of the information provided.

Customer Data Security

31.7 You are responsible for ensuring that all data You or Your End Users transmit, store, or process using the Services is collected, used, and disclosed in compliance with all applicable privacy and data protection laws. You must implement appropriate security measures to protect Your data and systems.

32.0 Notices

32.1 Any notice, consent, application, or request that must or may be given or made under this agreement is only given or made according to clause 32.2 or 32.3.

Us Giving notices to You

32.2 A notice can be given to You by Us in one of the following ways:

a. Delivered or posted to You at the address set out in a Service Order or postal address set out in Your account with Us.
b. Emailed to You at an email address set out in a Service Order or primary email address set out in Your account with Us.

You Giving notices to Us

32.3 A notice can be given to Us by You by:

a. delivery or post at Suite 1125, Level 11, 401 Docklands Drive, Docklands, VIC 3008;
b. Email to support@au.voipcloud.online.

Change of address

32.4 Either party must give the other at least three (3) Business Days' notice of any change of its address or email address, for it to be a valid address under this agreement.

Time notice is given

32.5 Any notice, consent, application or request is to be treated as given or made at the following time:

a. if it is delivered, when it is left at the relevant address,
b. if it is sent by post, the earlier of five (5) Business Days after it is posted or the date delivery has been confirmed (for example, by the use of registered mail),
c. if it is sent by email, the earlier of confirmation of receipt by the recipient, or the sender receives from the sender's email server a report of an error free transmission to the receiver's server.

32.6 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, or if on a Business Day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

Consent to Communications

32.7 You agree that VoIPcloud may contact You by telephone call, SMS (text message), or email using any telephone number or email address that You provide to VoIPcloud, or that VoIPcloud allocates to You, for purposes related to Your account and/or the Services.

32.8 You expressly consent to receive such communications and acknowledge that they are solicited and form part of the Services.

32.9 You acknowledge and agree that certain communications are essential for the provision, security, and operation of the Services and cannot be opted out of. These include, without limitation, communications relating to:

a. emergencies;
b. fraud or suspected unlawful activity;
c. security incidents or risks;
d. service-related notifications, including faults and outages;
e. authentication and verification messages, including One Time Passwords (OTP); and
f. prevention of harm to the VoIPcloud network.

32.10 Message frequency will vary depending on Your use of the Services. Standard message and data charges may apply.

33.0 We may pay commissions

33.1 We may pay a commission to Our Representatives, agents or third parties in connection with the Agreement.

34.0 Severability

34.1 If one or more parts of this Agreement could be read in a way which is illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, then the clause is to be read in the way that makes it legal, enforceable and valid.

34.2 If one or more parts of the Agreement are illegal, unenforceable or invalid, then that part will be severed from the Agreement without affecting the legality, enforceability and validity of any other part of the Agreement.

35.0 Miscellaneous

35.1 Except as otherwise set out in this agreement or any Contract, each party must pay its own costs in relation to preparing, negotiating and executing this agreement and any document related to this agreement.

35.2 This Agreement together with any relevant Service Order and Service Schedule contains everything the parties have agreed in relation to the Services.

a. This Agreement supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.
b. No representation, undertaking or promise will be taken to have been given or implied from anything said or written in negotiations between the parties prior to this agreement except as expressly stated in this agreement.
c. Neither party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this document was executed, except as permitted by law.

35.3 Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this agreement and all transactions incidental to it.

35.4 Other than those changes specified under this Agreement, no variation of this Agreement, any Service Contract, Service Schedule or Service Order will be of any force or effect unless it is in writing and signed by both parties.

35.5 The Agreement shall ensure to the benefit of and be binding upon the successors, assigns, heirs, executors and administrators of the parties.

36.0 Interpretation

In this agreement, unless the context requires another meaning:

36.1 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

36.2 A reference:

a. to the singular includes the plural and vice versa;
b. to a document is a reference to that document as amended, consolidated, supplemented, novated or replaced;
c. to a party means a party to this agreement;
d. to a notice means a notice, approval, demand, request, nomination or other communication given in writing by one party to another under or in connection with this agreement;
e. to a person (including a party) includes:
   i. an individual, company, other body corporate, association, partnership, enterprise, firm, joint venture, trustee or
   ii. Government Agency; and
   iii. the person's successors, permitted assigns, substitutes, executors and administrators;
f. to a law:
   i. includes a reference to any legislation, treaty, judgment, rule of common law or equity or rule of any applicable stock exchange;
   ii. is a reference to that law as amended, consolidated, supplemented or replaced; and
   iii. includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation made under that law;
g. to proceedings includes litigation, arbitration and investigation;
h. the word "including" or "includes" means "including, but not limited to", or "includes, without limitation".