



Standard Agreement for Voice over Internet Protocol (VoIP)

These terms and conditions apply to the Ace Internet Services Pty Ltd (AIS) VoIP service (the "Service"). Please read this agreement (the "Agreement") by using the service you agree to these terms and conditions. In this agreement, "We" or "Us" relates to AIS or their agents and "You" or "Customer" relates to the person, person(s) or organisation receiving the Service. Also, acknowledge that these terms and conditions may vary from time to time. Notification will be provided in this case, unless variations were made due to a change in law or regulation.

1. You acknowledge that although we will take all reasonable steps to make sure you receive the voice service, the voice service is not free from faults or interruptions. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not receive the voice service at certain times.
2. Loss of Service Due to Power Failure or Internet Service Outage or Termination or Suspension or Termination by AIS.
 1. You acknowledge and understand that the Service does not function in the event of power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may not be provided by AIS) and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or AIS terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP broadband outage, the Service will not function until power is restored or the ISP outage has been rectified. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialling to emergency service numbers including the emergency 000 calling feature. Should AIS suspend or terminate your Service, the Service will not function until such time as AIS restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).
3. Broadband Service / ISP Outage or Termination / Suspension by AIS
 1. You acknowledge and understand that service outages or suspension or termination of service by your broadband provider and/or ISP or by AIS will prevent ALL Service including 000 dialling.
4. Other Service Outages
 1. You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 000 dialling. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.
5. Laws
 1. When using this service, you will ensure that you and others comply at all times with all laws and obligations, regulations, codes or determinations or any other requirements of any government or statutory authority, including licence conditions, applicable to the services and their use. Failure to comply with any licence, permit or authorisation relating to the connection of equipment to the Service Delivery Point or use of the services may result in immediate termination of the agreement. In addition, you must not transmit, distribute or otherwise publish on the Service any libellous, defamatory, abusive material or material that could give rise to civil or criminal proceedings. If this occurs, AIS will not be held liable for any charges incurred by these proceedings.

6. Copyright

1. The contents of the Service, including, but not limited to text, photographs, graphics, video and audio content (the "Content") is protected by copyright as a collective work or compilation under the copyright laws of Australia and other countries, and owned or controlled by AIS, their affiliates or the party credited as the provider of the Content. All individual articles, content and other elements comprising the Content are also copyrighted works. You must abide by all additional copyright notices or restrictions contained in the Service. You may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of the Service. Without limiting the generality of the foregoing, the AIS service may not be resold or otherwise resupplied by any account holder to any other person or entity without AIS's prior written consent.

7. Fees and charges.

1. Fees and charges applicable to your service will commence from the date of connection to AIS. We will email an invoice to you no less frequently than monthly, and you must pay these fees and charges by the invoice due date, or next business day. All fees and charges will be billed to your nominated credit/charge card. If you cancel your credit/charge card authority, or if you do not pay your invoice by the invoice due date, AIS will charge a ten dollar late fee. Charges for archive or hardcopy invoices may apply. AIS can decide that you have a credit limit. If so, we will tell you what that credit limit is. If you exceed the credit limit, we may suspend the service until you pay all call charges owing on your account. Finally, we may ask you to pay a deposit for some or all of the service charges in advance, in order to receive or continue receiving your service. You are still required to pay us your monthly charges by the invoice due date.

8. Authorised payments

1. If you have authorised payments by credit card, debit authority or other similar methods, then payments shall be drawn against your authority when due without further notice to you unless you terminate the payment method by 14 days written notice to AIS. Disconnection to the Service will occur in the event that your authorised payment method is refused or dishonoured by your nominated financial institution.

9. Term

1. Your term begins when you are first connected to AIS and continues for the period of time until you disconnect. Should your details change at any time, you must notify us immediately. If you want to discontinue your connection, you must give us notice by telephoning the AIS billing department and requesting a disconnection, you will be advised of the disconnection process. The Service will be disconnected within 7 days of receipt of your written instructions. AIS may suspend, restrict or disconnect the service under varying circumstances. A final invoice will be issued after disconnection and you must pay all fees and charges you incurred using the service, up to the date of disconnection.

10. Call records

1. AIS's records are prima face evidence of the Customers use of the service and the charges payable. AIS allows customers to connect to the service using their own device. AIS only charges for answered calls and ceases to charge when the call is terminated by the caller. The Customer agrees that any calls from the AIS number supplied to the Customer are deemed to be authorised by the Customer and the Customer will pay all charges accordingly. International, national and mobile timed calls are charged in one minute increments. If the value of your account in any calendar month is less than the selected plan then a flat charge of the plan value

will apply for that month's account.

11. Voicemail

1. AIS can upon request by the customer provide a voicemail service for each customer. There is no charge for this service however a local call charge will apply for voicemail retrieval.

12. Passwords

1. All Customers are assigned a AIS number and password. The Customer should keep confidential all passwords the Customer is given in connection with the service. The Customer acknowledges that AIS will disclose any information in connection with the customers accounts to any person who correctly quotes the Customers password.

13. Service numbers

1. AIS numbers are used for identification purposes. A user does NOT own the AIS number he or she picked or specified. The user pays AIS for the process of connecting a AIS number with relevant online services. The user does NOT pay for the number itself in anyway. AIS has the sole right in the use of the number and can assign the number to anyone or anything it chooses. AIS numbers are normally assigned on a first come first serve basis, however, preference is given to some parties at AIS's discretion
2. Local Phone Numbers used by you are not portable. That is you cannot "take them with you" when your Service is terminated. This is because the user does NOT own the Local Phone Number he or she picked or specified, AIS does . The Local Phone Numbers that customers use are actually what the telecom industry call Direct In Dial (DID) numbers belonging to AIS . DID's are not portable between carriers in the same way a "normal" phone number would be. Upon termination of the service, Local Phone Numbers remain the property of AIS . Furthermore, the Local Phone Numbers belong to AIS at all times. When you give out Local Phone Numbers, you are giving out AIS Local Phone Numbers for people to call AIS and NOT to call you. At their discretion, AIS may choose to link a Local Phone Number to a AIS number. This link is internal to the AIS network.

14. Breach

1. If, in AIS's opinion, you breach any of terms and conditions of this Agreement, we may suspend, terminate or limit your access to the Service and terminate this Agreement effective immediately. The termination of the Service shall not preclude AIS from exercising any other rights AIS may have against you under this Agreement.
2. These terms plus the terms of the chosen Service(s) constitute the entire Agreement between the Customer and AIS in relation to Service(s). Any condition, warranty, representation or other term which might otherwise be implied into or incorporated into these terms and conditions, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded. Neither party shall have any remedy in respect of any untrue statement made to it upon which it relied in entering into this Agreement (unless such untrue statement was made fraudulently) and each party's only remedy shall be for breach of contract as provided in this Agreement.

15. Termination fees

1. Termination of service on accounts under contract will be charged the monthly fee for the remainder of the contract period. E.g. If you have 8 months left on your 12 month contract on a \$22 per month package you will be required to pay \$22 x 8 which would be \$176.

16. These terms and conditions are governed by the laws and regulations of the state of New South Wales.

17. Disclaimer of Warranties

1. The service is available "as is". We do not warrant that the service will be uninterrupted or error-free. There may be delays, omissions, interruptions, loss of data and inaccuracies in the service, information provided by the service or other materials available through the service.

18. Limitations of Liability

1. AIS and their respective officers, directors, shareholders, employees, representatives, parents, subsidiaries, affiliates, agents, or licensor's are not liable for losses or damages of any kind whether direct, indirect, incidental, consequential, special, punitive or exemplary, and whether tangible or intangible in nature including lost revenues or profits, loss of business or loss of data, in any way related to the service or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in the service (including without limitation as a result of breach of any warranty or other term of this agreement) even if such damages, claims, losses or injuries were foreseen or foreseeable. To the extent that liability is not legally capable of being excluded, any claim against us arising out of contract, tort or otherwise shall be strictly limited to the amount you paid, if any, for use of the service.

19. Indemnification

1. You acknowledge and understand that AIS liability is limited for any Service outage and/or inability to dial 000 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless Acetel, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 000 dialling and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 000 or to access emergency service personnel.