

Terms and Conditions Standard Agreement

SwiftCom Solution Pty Ltd, subject to credit approval, has elected to supply you with the terms and conditions for your Internet voice services. This is a summary of the terms and conditions. The standard agreement is binding on you.

- You acknowledge that although we will take all reasonable steps to make sure you receive the voice service within the local calling areas, 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. As a result SwiftCom Solution Pty Ltd will not be responsible for loss of personal or business productivity during service outages.
- The SwiftCom Solution Voice Service is not a substitute for a standard (PSTN) telephone service. SwiftCom recommends that the Customer should always have access to a standard (PSTN) telephone line for calling 000 and other emergency service telephone numbers. Alternatively emergency calls can be made by calling 112 on any mobile phone.
- In order to receive the best possible service quality and support, it is recommended that you purchase SwiftCom's voice devices that are listed on the SwiftCom website www.swiftcom.com.au, at the time of service subscription. In the case where you provide your own hardware equipment to connect to our services, SwiftCom will not support, and be responsible, for incompatibilities that may arise between your equipment and our services.
- 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.
- You agree to pay the once-only and on-going service charge, as appropriate for the requested type of service. You agree that the once-only charges can be withdrawn from the nominated account before shipment of the phones and that the appropriate on-going charges can be withdrawn from the nominated account, on the first date of every calendar month.
- 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, you must pay us extra charges. Charges for archive or hardcopy invoices may apply.

We 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.

- Your term begins when we provision your service on our system 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 written notice. The service will be disconnected within 7 days of receipt. SwiftCom Solution 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.
- We may vary the terms of the Standard Agreement from time to time. SwiftCom Solution will supply a notice of varying terms no less than 21 (twenty one) days prior to the change taking place.
- If the goods and services provided to you are of a kind ordinarily acquired for domestic, personal or household use, you have certain rights under the Trade Practices Act which we cannot limit. Where we are unable by that Act to exclude our liability, but we are permitted to limit that liability, our liability for such breaches is limited, at our choice to:
 - if the breach relates to goods, the replacement or repair of the goods;
 - if the breach relates to services, the resupply of those services, or paying for the cost of having those services resupplied.
- Privacy Act 1998 (Cth)
From time to time SwiftCom Solution Pty Ltd may collect personal information about you. Telecommunications and privacy legislation impose strict obligations on SwiftCom Solution Pty Ltd to protect the confidentiality of your personal information and to respect your privacy. You are able to gain access to your personal information that we hold by contacting us on sales@swiftcom.com.au. Your personal information is collected in order to provide you with a telecommunications service and keep you informed on changes or new services provided by SwiftCom Solution.

SwiftCom Solution Pty Ltd may disclose or receive personal information or documents about you to/from:
 - credit providers or credit reporting agencies for the purposes permitted under the Privacy Act;
 - law enforcement agencies to assist in the prevention of criminal activities;
 - our service and content providers, dealers and agents, for purposes that are related to providing you with a telecommunications service, which would be reasonably expected.
- Unless you consent, we will not disclose your personal information to third parties, other than those who have contracted with SwiftCom Solution Pty Ltd to keep the information confidential, or who are subject to obligations to protect your personal information.
- With your express or inferred consent we may now and again send you commercial electronic messages. The Spam Act 2003 prohibits unsolicited commercial electronic messaging, which covers emails, instant messaging, SMS and other mobile phone messaging. The message must be commercial in nature. Commercial electronic messages must accurately identify their sender, and include a way for the recipient to unsubscribe from future such messages. The Australian Communications Authority is responsible for enforcing the provisions of the Spam Act 2003.



Credit Card Customer Service Agreement

You note and acknowledge your commitment to us as to the following:

- It is your responsibility to ensure at all times that, sufficient funds are available in the nominated account to meet a drawing on the due date for payment.
- It is your responsibility to advise us, immediately in writing, if the account nominated by you to receive the drawings is altered, transferred or closed. Such notice should be received by us no later than 10 business days prior to the alteration date.

It is then your responsibility to arrange with us an alternate payment method, if the drawing arrangements are stopped, by either you or the nominated Financial Institution.

- It is your responsibility to meet any charges resulting from the use of the Credit Card System. This may include fees charged to, and by us, as a result of returned and dishonoured drawings.