

TERMS AND CONDITIONS – Residential Phone & VOIP Services

We, Astron Communication and Information Services Pty Limited ("Astron") ACN 074 649 228/ ABN 50 074 649 228, will provide you, the Customer, with the Services in accordance with these terms and conditions. A reference to Astron shall be a reference to the successors and assigns and Astron shall be at liberty to assign.

1 SERVICES

- 1.1 **Provision of Services:** We will provide you with, local calls, domestic and international long distance call services, calls to mobile phones, full service (line rental) services and other telephone network services (when available ("Selected Services")) using our own facilities or those of other service providers ("Other Suppliers"), as we determine from time to time. Astron is authorised to complete any necessary forms on behalf of you, with any Other Supplier, in order to supply Astron "Selected Services".
- 1.2 **Full Service (Line Rental):** Astron Full Service is not available to Optus Cable or Orange customers. Astron does not offer all of the enhanced services offered by other carriers. To remain eligible for any Full Service Plan a customer must be pre-selected to Astron and maintain their long distance service with Astron. A \$10 additional monthly administrative fee will be applied to your plan if you choose to pre-select to other service providers for long distance calls. Any free offer or discount will automatically be revoked.
- 1.3 **VOIP Service:** You acknowledge that although we will take all reasonable steps to ensure you receive the voice service all the time, the voice service is not free from faults or interruptions. Certain factors, such as ISP's capability, service outage, network congestion, download limitations, maintenance, technical capabilities, geographic factors, obstructions or interference will affect the service quality and calls may route to your fixed - line (PSTN) telephone service. 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.
- a) **Equipment:** Only the VoIP Gateway supplied by Astron supports inbound telephone calls from the Customer's standard, fixed-line (PSTN) telephone service. 000, 101, 1#, 1223, 1225, 12455, 1234 & 12550 are routed over fixed-line (PSTN) telephone service. The VoIP Gateways supplied by Astron have been customized for the Astron VoIP Telephone Service, and therefore may not work with other VoIP services without modification. Equipment provided by Astron to the Customer is covered by a 1 year return to base warranty. This means that equipment thought to be faulty must be returned to Astron by the Customer, and at the Customer's expense, for testing, repair or replacement. Replacement units are not provided until testing has been completed, and the unit is found to be faulty by Astron. Astron will only deliver the Customer's equipment to the shipping address as indicated by the Customer on the registration form. In a situation where a Customer is not able to receive ordered equipment and the equipment is returned to Astron, the cost of the return is carried by the Customer. In addition, Astron will charge the Customer for redirection of the delivery.
- b) **Power Failure:** 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. If this is not provided by Astron 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 Astron 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 is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service.
- c) The usage of Astron's VoIP gateway and related services in countries other than Australia is solely at the customer's discretion. Astron recommends that the primary account holder should check and ensure that such overseas usage complies with the local telecommunication codes of practice or regulations. Astron is not responsible for any liabilities as a result of any violations of such regulations. Customers are responsible for shipping their sub-accounts' gateway(s) overseas, ensuring that the gateways is compatible with the local electrical supply and sockets and all call charges for any overseas gateway on their account.
- d) **Privacy:** Astron's VoIP Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Astron is not liable for any lack of privacy which may be experienced with regard to the service.
- 1.4 **Use of Services:** When using the "Selected Services" you agree to comply with all statutes, regulations, by-laws or licence conditions of any government body and not breach any persons rights or otherwise cause us or any of our other suppliers loss, liability or expense. Astron may at any time withdraw any unlimited plans should any customer deemed to have breached our Reasonable Use Policy.

2 BILLING & CREDIT LIMIT

- 2.1 **Billing:** We will usually bill you monthly in arrears for the usage charges of the "Selected Services" and monthly in advance for rental charges of the "Selected Services", in accordance with our current charges as notified to you ("Charges"), or as notified to you from time to time. You should notify Astron in writing about any call charges in dispute within 14 days or you will be liable for such.
- 2.2 **Time for Payment:** Payment must be made 14 days from the date of bill, and we may debit amounts directly from your nominated credit card account as they become owing where you have chosen that method of payment overleaf. In any event where amounts remain outstanding after the date of bill we may debit those amounts from your nominated credit card account without further notice unless we have received written notice that you dispute those amounts.
- 2.3 **Credit Limit:** We may impose a credit limit on your account and/or require payment of a security bond or interim payment, at our sole discretion at any time.
- 2.4 **Other Suppliers' charges:** Our Charges to you may pass on changes in Other Suppliers' charges to us (including increases and special or one-off charges) from time to time without notice and you will pay to us any charge which any Other Supplier or other person renders to us for those services.
- 2.5 **Interest & Late Payment Fee:** We may charge interest on any part of the Charges you do not pay to us by the due date from that date until payment at a rate equal to the St George Bank Corporate Overdraft Reference Rate. We may also charge a late payment fee of \$11 where an invoice is not paid in full on the due date, and we have sent a reminder letter.
- 2.6 **Suspension:** Astron reserves the right to suspend and/or disconnect the service should you fail to pay and a reconnection fee may apply. Astron may monitor, suspend or terminate your service as required by the law, while investigating any complaint of criminal behaviour or Defined Abuse on Your part.
- 2.7 **Administration Fee.** If your total monthly telephone spends for Astron services is less than \$20 and you use Astron for Internet access, we reserve the right to add to that months bill an Administration fee of \$5. If you request an additional copy of a non-current monthly bill, we may charge an administration fee of \$5 per copy.
- 2.8 **Contract Period:** If your Account has a Contract period, once the Contract period has expired, it will be self renewing on a monthly basis unless otherwise specified. Service cancellation within the period will incur an early termination fee.

3 VARIATION

- 3.1 **Variations to Services and Charges:** We may:
- a) without reference to you change the Other Supplier, the Other Supplier's product, or reduce your obligations under the agreement (including Charges); and
- b) vary the "Selected Services", increase the charges or otherwise vary these terms without notice.

4 COMMENCEMENT

- 4.1 **Commencement of Agreement:** Our agreement starts on the earlier of:
- a) the date you sign the Application for the "Selected Services"; or
- b) the date on which you first use the "Selected Services" after the receipt of these terms and conditions; and continues until terminated under clause 7.

5 TRANSFER

- 5.1 **Transfer to us:** By signing the applicable transfer request form:
- a) you authorise your current supplier of telecommunications services ("Current Supplier") to transfer the "Selected Services" account to us;

- b) you acknowledge you remain responsible for all amounts owing to your Current Supplier for all services they have supplied to you before the transfer of the "Selected Services" and any services they supply to you during this agreement and we take no responsibility for those amounts.
- 5.2 **Transfer from us to an Other Supplier:** If in the future you ask us to transfer any of the Services to an "Other Supplier":
- a) you remain responsible to us for amounts payable for "Selected Services" up to the time when we transfer those accounts to that Other Supplier, and you will pay us that amount on receipt of our bill;
- b) we will cease to provide "Selected Services" when we transfer these accounts to an Other Supplier and will bill you for those Services within the next normal billing period; and
- c) if we become aware of other proper charges (including fees payable to any Other Supplier) for those "Selected Services" up to the date of transfer; then you will pay us all such amounts on receipt of our invoice.
- 5.3 **Change of Plan:** Migrating to another Astron service plan does not reduce the Initial Contract Period or terminate the Agreement or result in a reduction of the charges payable by the Customer to Astron. The new plan subscription and/or usage charges will apply from the date of the migration.

6 INFORMATION AND CREDIT CONSENTS

- 6.1 **You hereby agree that:**
- a) we may disclose personal information in our possession relating to you to other telecommunications carriers or a Credit Reporting Agency, and you consent to such disclosure;
- b) a credit report which contains personal information about you may be given to us by any Credit Reporting Agency for the purpose of either assisting your application to us for personal or commercial credit, or collecting payments that are overdue in respect of personal or commercial credit provided to you by us;
- c) we may disclose a credit report, or other report relating to you and any personal information derived from that report, to another credit provider for the purposes of:
- i. the assessment by us or the other credit provider of your creditworthiness; or
- ii. the collection by us or the other credit provider of payments that are overdue; or
- iii. the exchange of information between us and the other credit provider or those purposes.
- d) Our conducting a physical audit or investigation of the Services with the appropriate parties should we consider it necessary.
- 6.2 We may also use your personal information to promote and market our various services to you via direct mail, telemarketing, SMS and MMS messages. By doing so, Astron is able to update you about our products, services and special offers. You can call 1300 72 42 72 if you do not want us to contact you for such purpose.

7 TERMINATION

- 7.1 **Termination on 30 Days Notice (no Contract):** You may terminate this agreement by giving 30 days written notice to Astron.
- 7.2 **Immediate Termination for breach:** We may terminate our agreement immediately by notice to you if you have breached our agreement (including failure to pay invoices by the due date).
- 7.3 **Early Termination (Contract):** If Your Account has a fixed Contract period; service cancellation within the Contract period will incur an Early Termination Fee.
- 7.4 **VOIP service:** If you are not satisfied with Astron's VoIP service within the first 30 days and you return the VoIP gateway back to Astron you may cancel the service without incurring any penalty. An early termination fee will apply if you cancel the service after this 30 days period. This does not apply to other contracted service such as Broadband.

8 LIABILITY AND WARRANTIES

- 8.1 **Performance:** Because the performance of some Services may be affected by the levels of use of other users and facilities related to providing the "Selected Service", we do not warrant that "Selected Services" will be free of blockages, delays or faults and we will not be responsible for any loss or damage to you which may result.
- 8.2 **Warranties:** Except as required by law, all terms, conditions, warranties, undertakings, inducements and representations, relating to the provision by us of the "Selected Services" are excluded, and we will not be under any other liability in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of the "Selected Services".
- 8.3 **Limitation of liability:** Our liability for any breach of any term, condition or warranty or under any remedy implied by law (which cannot be excluded), will be limited at our option in any one or more of the ways permitted in that legislation including, where so permitted:
- a) if the breach relates to goods:
- i. the replacement of the goods or the supply of equivalent goods;
- ii. the repair of such goods;
- iii. the payment of the cost of replacing the goods or acquiring goods; or
- iv. the payment of the cost of having the goods repaired; and
- b) if that breach relates to services:
- i. supply of those services again; or
- ii. the payment of the cost of having those services supplied again.
- 8.4 **No Liability:** We have no liability to you or to any other person for:
- a) acts or defaults of Other Suppliers; nor
- b) faults or defects of "Selected Services" which are caused to any material extent by your own conduct or misuse; nor
- c) faults or defects that arise in telecommunication services not provided under our agreement (even if they are connected with our consent to the "Selected Services" which we have arranged under our agreement) which are due to incompatibility with the "Selected Services"; nor
- d) any delay or default in performance under this agreement if it is caused by any event reasonably beyond our control, including but not limited to war; accident, act or God, industrial action, embargo, delay or failure or default by an Other Supplier.
- 8.5 **Disclaimer of Damages:** In no event shall Astron, its officers, directors, employees, affiliates or agents or any other service provider who furnishes services to the customer in connection with this agreement or the service, be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including but not limited to loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the services, including the inability to be able to dial 000 or to access emergency service personnel through the service.

Astron makes no warranties, expressed or implied, including but not limited to, any implied warranties of merchantability, fitness of the service for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance or any warranty that the service will meet customer's requirements. Without limiting the foregoing, Astron does not warrant that the service will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. Neither Astron nor its officers, directors, employees, affiliates or agents or any other service provider or vendor who furnishes services or products to the customer in connection with this agreement or the service will be liable for unauthorized access to Astron's or the customer's transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, customer's data files, programs, procedures or information through accident, fraudulent means or devices or any other method.

9 GENERAL

- 9.1 **Governing law:** our agreement is governed by the laws of New South Wales.
- 9.2 **Entire agreement:** this document and its attachments contain the whole understanding between us to the exclusion of any prior or collateral agreement or understanding.