

# SERVICE AGREEMENT

## Definitions

Communiqa or 'we' or 'us' means Communiqa Pty Ltd ABN 43 927 693 300.

## About this document

This document is Communiqa's Service Agreement for the following telecommunications product plans:

1. 1300 Office / 1800 Office
2. 1300 Ultimate / 1800 Ultimate
3. 1300 Starter / 1800 Starter
4. 1300 Starter Plus / 1800 Starter Plus

This Service Agreement outlines the terms of service for the plan, including:

- What type of business the service is offered to
- How our billing and payment terms are structured
- What our responsibility is in delivering the service
- What your rights are in using the service, including how to make a complaint
- The limitations of the service, technical or otherwise

When we supply you with a service, this Service Agreement applies by agreement between us or, if we don't agree, under section 479 of the *Telecommunications Act 1997*.

**Upon request, and at our sole discretion, we may vary or waive a term or condition in your favour at any time.**

## Frequently asked questions

### What customers ask us most

We have kept this Agreement as short as possible, so you don't have to wade through pages of terms and conditions. It is important that you read and understand the whole document, but to help answer the most frequently asked questions, here are the links to the relevant sections.

- [Is my business eligible to buy this plan?](#)
- [There are no term contracts](#)
- [There are no early termination or cancellation charges](#)
- [How billing works](#)
- [What happens if a bill is unpaid?](#)
- [How do I cancel?](#)
- [Do I need any special equipment?](#)
- [Are there any service limitations?](#)

## 1. Who can use this service?

This service is only offered to Australian businesses with an ABN/ACN that have not previously held or used a similar service. It is not available for use by residential customers. We reserve the right to refuse to offer this service.

### New users only

This service is only offered to newly established small businesses (or their related entities) that have not previously held or used a 1300, 1800, 13, virtual mobile or virtual local number. It is also not available for customers who want to port-in or transfer any phone numbers previously or currently active with another service provider.

## 2. Prohibited users

This service is not available to those businesses who would present an unacceptably high credit risk to us. This service is not available for reselling in general.

This service is not available to you if you are a:

- Telecommunications provider (both carriers and carriage service providers)
- Wholesaler or reseller, including those supplying services to a carrier or carriage service provider
- Call centre or other large distribution centre, or a business providing call centre services or whose call behaviour is similar to these services
- Business, department, or team whose predominant task is to answer calls
- Business, department, or team who is the primary point of contact for a third party
- Business operating any service that is available 24/7

If you are suspected to be or are found to be fraudulently or otherwise operating a business contrary to this Section 2, the service will be immediately suspended with no notice to you.

## 3. Prohibited activities

Even if your business meets the eligibility requirements outlined in Section 1, this service cannot be used for specific activities.

### 3.1. Toll fraud, or similar

This service cannot be used in the following manner:

- To replace an existing high capacity or high usage service
- To forward calls to other 1300, 1800, 12, 13, 19, international DID or to any other number that attracts call rates (including flagfall rates)
- As part of an automated service, or with auto diallers or auto-responders

### 3.2. Exploitative use

You must not engage in exploitative use, including:

- Using the service to transit, refile or aggregate domestic or international traffic on our network, or in a manner similar to this
- Using the service with devices that switch or reroute calls to or from our network without our consent, or in a manner similar to this

- Using the service in conjunction with a PBX or other phone system or network that contravenes or otherwise interferes with or overrides the technical conditions in Section 9 of this Service Agreement, for example downstream queuing functions.
- Any other use of the service in a manner that cannot reasonably be considered to be within the range of uses for which the service is ordinarily supplied

To determine whether the service is being used in a manner contrary to this Section 3, we analyse call records and usage trends. The decision whether the service is being or has been used in a manner that breaches this Section 3 is solely at our discretion.

If you are suspected to be or are found to be fraudulently or otherwise using the service in a manner contrary to this Section 3, the service will be immediately suspended with no notice to you.

## 4. Single use offer

The service is only available as the sole individual service on a customer's account, and there is a lifetime limit of one (1) service activation for this service type.

## 5. Number 'ownership'

Any 1300, 1800, 13, local area, or virtual mobile phone number included in this service belongs to the customer, as long as there is an active service for that number on an account.

If a service is cancelled (either by us or by you), it is your responsibility to port the number to another provider, if you wish to do so. If we do not receive a port-away request from another provider within 21 days of the service cancellation date, the phone number will be surrendered back to the carriers for reallocation (which means you may not be able to access the number any more). You will not be charged any port-away or other penalty fees.

If the phone number is not ported to another provider, it is the customer's responsibility to make their own arrangements to establish ownership of the phone number at a future date.

## 6. Billing information

This is a pre-paid service that renews on the 1<sup>st</sup> day of every month unless the service has been cancelled (by us or by you).

### 6.1. GST

When you see a reference to any pricing, these prices are GST inclusive unless we say that they are "GST exclusive", "+ GST", "plus GST" or similar.

### 6.2. Accepted payment types

As this is a pre-paid service, we only accept credit or debit card payments for this service. You must have, at all times, a current valid card stored on your account. We store all card information securely in an encrypted Level 1 PCI-compliant service via Stripe – [www.stripe.com](http://www.stripe.com).

We do not charge card processing fees.

### 6.3. Billing period

The billing period for this service is from the 1<sup>st</sup> day of the month to the last day of the month, inclusive. The service is invoiced and charged in advance (pre-paid service). The service will renew on the 1<sup>st</sup> day of every month and an invoice will be generated on that day.

When you first sign up to the service, you will pay any relevant setup fee, plus the pro-rata balance of the remaining days in the month, plus GST.

### 6.4. Billing formats

Invoices are provided via email (as a PDF attachment) and can also be downloaded from [your customer portal](#) at any time.

### 6.5. Invoicing and payment

On the first of every month, an invoice is raised for the service and delivered to you via email. On the invoice due date, we automatically attempt to take payment against the credit or debit card saved on your account.

### 6.6. Payment terms

As this is a pre-paid service, immediate payment is required. If you are facing financial difficulties you may apply for assistance under [our Financial Hardship Policy](#).

### 6.7. Failed payments

If your payment is unsuccessful on the invoice due date:

- We notify you via email immediately.
- We attempt to take payment three more times – once a day starting on the day after the invoice due date.
- If subsequent payment attempts are unsuccessful, we notify you via email immediately each time.
- If the invoice remains unpaid after the fourth payment attempt, the service is suspended the next day.

### 6.8. Billing disputes / complaints

All complaints, including billing disputes, will be handled in accordance with our [Complaint Handling Policy](#). You can contact us to raise a billing dispute at any time by emailing [admin@communiga.com.au](mailto:admin@communiga.com.au) or via phone at 1300 122 166.

If you dispute a bill, you must still pay it on time. We will credit you if it is later determined that you are entitled to a credit.

We will not take any credit management action in relation to a disputed amount that is the subject of an unresolved complaint, if we are aware that the complaint has not been resolved to your satisfaction and if it is being investigated by us, the TIO or a relevant recognised third party, but:

- You must still pay all undisputed amounts; and

- If it is determined that a disputed amount is payable, you must pay us that amount within five (5) days.

## 6.9. Suspended, disconnected or terminated services

### Suspensions and un-suspensions

When a service is suspended, we notify you via email immediately. If a service remains suspended at the start of a new month, it automatically renews, and a new invoice is generated and is due for payment.

A service is unsuspended when all invoices for that service are paid, either in full or according to a payment plan we have agreed with you under a Financial Hardship agreement as per [our Financial Hardship Policy](#).

### Terminated/disconnected services for credit and/or debt management reasons

If a service is suspended with two (2) or more outstanding invoices and we have not agreed to a payment plan with you, the service is automatically terminated on the day prior to the next renewal month. We will notify you of any service termination via email. You must still pay all outstanding invoices on the account, unless we choose to void them.

If your service is terminated due to non-payment and subsequent suspension, we may disclose your details to a Credit Reporting body/debt collection agency which may be added to your public credit file.

## 6.10. Cancellations

The minimum term for this service is one (1) calendar month, and you can cancel the service at any time. There are no cancellation or other penalty fees for non-renewal of the service.

### If you cancel the service

You can provide notice to us at any time (up to the end of the current month) that you do not wish to renew the service. Notice can be provided to us via email to [admin@communiqa.com.au](mailto:admin@communiqa.com.au) or via the [online customer portal](#).

If you want to port your number to another provider, it is your responsibility to do so. You will have a maximum of 14 days after the end of the current month to complete a port of the number to another provider. After this time, the number may be surrendered back to the carriers for reallocation and you may not be able to access it again.

You will not be charged any cancellation or other penalty fees.

### If we cancel the service

We may at any time provide you with notice that the service will not be renewed after the end of the current month. If we do this, we will give you at least 21 days' advance notice via email, unless:

- You or your account status present/s an unacceptably high credit risk to us; or
- Fraud or attempted fraud is reasonably suspected.

It is your responsibility to port the number to another provider, if you wish to do so. If we do not receive a port-away request from another provider by the end of the 21 day notice period, the service will be cancelled and the number surrendered back to the carriers for reallocation (which means you may not be able to access the number any more).

You will not be charged any cancellation or other penalty fees.

## 7. Acceptable and Fair Use policies

We may publish an Acceptable Use Policy and/or a Fair Use Policy for this service at any time and you must immediately comply with that Policy. An Acceptable Use Policy or Fair Use Policy will be directed against abusive, antisocial, illegal, exploitative and/or grossly unreasonable use of a service and/or our resources.

## 8. Service delivery

You are entirely responsible for evaluating the suitability of the service for your required purposes.

### 8.1. High quality, Australian service

We are 100% Australian. When you contact us, you will always deal with a local representative based in Melbourne. Our telecommunications network is based strictly in Australian data centres, which means your calls will never be routed via VoIP or over poorer quality international networks.

### 8.2. Service is not guaranteed

This service is not free from faults, delays or interruptions (which can be caused by factors such as network congestion, maintenance, technical capabilities, geographic factors, obstructions, interference, or otherwise) and the service may be disrupted at any time. We are not liable for any delay, fault or interruption in the provision of the service.

Time is not of the essence in the performance of our obligations. We are not responsible for rectifying any fault or malfunction in the service where the fault is not caused by us, including where the fault is your fault, or the fault of our carrier providers.

We are not liable for any loss to you (financial or otherwise) or other commercial damage, including but not limited to special, incidental, consequential or other damages.

### 8.3. Service Level Agreements

If this service includes a Service Level Agreement (SLA) this will be included in the relevant [Critical Information Summary](#). If this service includes an SLA, we are liable only for any remedy or rebate specified in the SLA and any liability for our breach of the SLA is limited to such remedy or rebate.

## 9. Technical conditions

This service has some limitations and conditions which may impact the suitability of the service for your required purposes.

### 9.1. Usage limitations

This service is limited to a maximum of:

- Two (2) concurrent calls at any time; and
- Three (3) diversion phones at any time.

### 9.2. Conditions of use of some features

Some of the features available for inclusion on this service have their own conditions.

- Time of day routing: a maximum of two (2) time groups are permitted.
- Call Recording: you are legally required to inform callers before they are recorded that the phone call will be recorded. Callers must be given sufficient opportunity to either end the call or else ask to be transferred to another line where recording does not take place, otherwise the call must not proceed. You can notify callers either by playing a pre-recorded audio announcement, or by your call handler verbally informing the caller. Callers must be notified before a recording starts. If you fail to do this, this is a breach of law.

### 9.3. Equipment requirements and compatibility

The primary function of 1300, 1800, virtual mobile and virtual local numbers is the diversion of incoming calls to another telephone service. To use this service, you must have an active telephone service capable of receiving phone calls, such as a standard fixed line or mobile phone service.

Some of the features available for inclusion on this service have their own equipment requirements.

- Voicemail to Email: an active email address is required to receive voicemail files.
- Missed Call Alert: an active email address is required to receive missed call alerts.
- Call Recording: an active email address may be required to receive call recordings, unless you choose to receive the recordings via FTP server delivery.

## 10. Supplier information

### 10.1. About Communiqa

This service is supplied by us over network connections to multiple Tier 1 Australian telecommunications carriers. Our carriers may apply restrictions to the service, and we may only be permitted to provide the service to you subject to such restrictions. If this happens, you must comply with any supplier restrictions.

Call us on 1300 122 166, or email [admin@communiqa.com.au](mailto:admin@communiqa.com.au), or contact us via online chat at [communiqa.com.au](https://communiqa.com.au).

### 10.2. About our principal carrier provider

Our principal carrier provider is Symbio, whose network(s) is/are used to provide this service.

### 10.3. Our relationship to our principal carrier provider

We are responsible for providing this service to you, and we are not affiliated with nor related to the principal carrier in any way.

We reserve the right to review and amend these terms at any time.

If these terms are varied and the variation will impact you negatively, we will notify you via email with at least 28 days' notice and you can walk away at any time with no penalty (financial or otherwise) and the opportunity to retain ownership of your phone number.