

S I M P L I C I T Y I N A P H O N E C O M P A N Y
PLAIN LANGUAGE TERMS & CONDITIONS

These Terms & Conditions are designed to be easily understood. For clarification of any points contained herein, reference should be made to our full Terms & Conditions brochure, or by calling Customer Service on 1300 305 794.

1.0 Our Agreement with You

- 1.1 These Terms & Conditions form the basis of our agreement.
- 1.2 This agreement includes any application form completed by you, or completed by us on your behalf.
- 1.3 It also includes any verbal application made by you and recorded by us.
- 1.4 The agreement is covered by our current price list which can change from time to time. Current prices are available from us on request.

2.0 Service Description

- 2.1 Arrow will supply your telephone service via a network or networks nominated by us.
- 2.2 When Arrow supplies your mobile phone service, we will complete the connection to the network as soon as possible.
- 2.3 When Arrow supplies your mobile phone service Arrow will provide you with a new SIM card.
- 2.4 This SIM card will be activated upon your request or within 15 days, whichever comes first.
- 2.5 When Arrow supplies your Data (Internet) service, a rented CPE router will be supplied by us for your use.
- 2.6 You must not personally resell any of your services supplied by us to a third party without our permission in writing.
- 2.7 Please refer to the full Arrow Terms & Conditions.

3.0 Charges & Payment

- 3.1 You will receive an invoice for all call, services, usage and any other charges, and have 14 days to pay your account. Occasionally, due to network processing, charges from previous months can appear on your current account.
- 3.2 If Arrow provides your mobile phone service, you may also be charged for
 - a) Any minimum monthly spend applicable to your plan.
 - b) Charges for any value added services.
- 3.3 If you receive any charges from your previous supplier you will need to pay those amounts.
- 3.4 Charges can involve fees for connection, activation or cancellation of services.
- 3.5 In relation to Mobile Services, you remain liable for all calls made from your handset, including any calls made in error.
- 3.6 Additional charges can be incurred for accounts not paid by the due date.
- 3.7 We can deactivate, cancel or restrict services if the account is not paid by the due date.
- 3.8 There are charges involved to reprint bills.
- 3.9 If you do not pay your account, we reserve the right to disclose personal information about you to assist in the recovery of monies owing. The debt recovery agency will assume responsibility for collecting monies owing, and an 18% surcharge and/or legal fees can be charged.
- 3.10 If you pay your account by American Express or Diners Club a 3% surcharge is applied.
- 3.11 If you pay your account by Visa or MasterCard a 1% surcharge will be applied.
- 3.12 Please refer to the full Arrow Terms & Conditions.
- 3.13 Please refer to the full Arrow Terms & Conditions.
- 3.14 If your account is connected to the Arrow Direct Network and you cancel the Direct Debit payment method your account will be charged a Monthly Manual Payment Surcharge of \$20.00
- 3.15 If Arrow re-bill an existing Sensis Directory listing a 10% administration fee will be charged.

4.0 GST

4.1 Unless stated otherwise, all prices quoted to you will exclude GST.

5.0 Transfer to Us

5.1 By signing application forms with Arrow, you are authorising us to act on your behalf to transfer your services from your current suppliers.

5.2 If your current supplier asks you to provide written instruction, you must do so.

5.3 Any amounts owing to your current suppliers will need to be paid to them by you.

6.0 Transfer from Us / Relocation

6.1 If you transfer your services away from us, you will still be liable for any monies owing.

6.2 The provision of any services cease at the time of transfer.

6.3 Billing of transferred services can carry forward to the next billing period as explained in point 3.2

6.4 If your services are under contract and you relocate your premises, your contract period will recommence from the date of the relocation being completed. If you relocate to an area not covered by our services, you will be liable to pay out the minimum amount due for the remainder of the contract term in full.

6.5 If at a later date we become aware of additional charges up to the date of transfer, you remain liable for those charges.

6.6 If your phone system or PABX is programmed with an Arrow override code, and you do not remove it, calls will be charged by us, and you will be liable for these charges. Any costs associated with this reprogramming are your responsibility.

7.0 Amendments to the Terms & Conditions

7.1 If we need to change the Terms & Conditions we will do so with 20 days written notice to you, or we will advise of the change on our website at www.arrowvoice.com.au/ratechanges and the change will be effective 20 days from the date of the alteration.

7.2 We may change our carriers or suppliers without notice.

8.0 Privacy

8.1 We take your privacy very seriously, and strictly adhere to the *Privacy Act*. Our full privacy policy can be found at www.arrowvoice.com and click on the privacy link.

9.0 Information

9.1 Please refer to the full Arrow Terms & Conditions.

9.2 Please refer to the full Arrow Terms & Conditions.

10.0 Credit Check

10.1 You will need to supply any information we request to check your credit history.

10.2 This information can vary depending on the type of company involved (Sole Trader, Partnership etc)

10.3 If your organisation is a member of a Trust, you may be required to complete a Trust Compliance Form

10.4 You give us permission to disclose this information to a credit reporting agency, as is permitted under the *Privacy Act*.

10.5 You permit us to make independent enquires with third parties concerning your financial standing as is permitted under the *Privacy Act*

10.6 If ownership of the business changes we may complete another credit check, and we can withhold services if the "new owner" does not meet our credit terms.

11.0 Limitation of Liability

11.1 As permitted by law, we will not be liable to any person for

- a) Any economic loss, damage or indirect loss, or
- b) Any fault caused by contractors or other workers in establishing your services, or
- c) Any failure of the network.
- d) You accept we do not guarantee 100% fault free service.

11.2 We accept any liability as guaranteed to you under the *Trade Practices Act*.

11.3 Please refer to the full Arrow Terms & Conditions.

11.4 Please refer to the full Arrow Terms & Conditions.

11.5 Please refer to the full Arrow Terms & Conditions.

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12.0 Term of the Agreement, Suspension, Cancellation, or Part Cancellation of a Product, or Termination.

- 12.1 Any agreement commences the day it is signed by you until the contract expires.
- 12.2 The term relates to the period of the Agreement as signed by you.
- 12.3 If you breach any Terms & Conditions, we may cancel the agreement with you.
- 12.4 We can suspend your service/s if at any time:
 - a) You do not have a satisfactory credit assessment
 - b) If you breach any Terms & Conditions, and the breach is not corrected within 10 days
 - c) You do not pay any amounts owing to us by the due date
 - d) We cannot, for any reason, provide you with whole or part of a service
- 12.5 If you request reactivation of services that have been suspended due to lack of payment, we reserve the right to request a bond up to \$500.00 which will be applied to the first account issued following reactivation and payable by the due date of that invoice. This will be held until the conclusion of the contract period or 12 months, whichever is the greater.
- 12.6 If you churn your services to another carrier, all bond monies will be refunded by cheque within 14 days of account being finalised.
- 12.7 If we do suspend your services, you still must pay any monies owing to us.
- 12.8 If services are suspended for not following these Terms & Conditions, there is a charge of \$75 to reactivate each service.
- 12.9 If you cancel or we terminate the service:
 - a) You must pay all reasonable costs and expenses involved
 - b) If we supplied a mobile phone service, you must return the SIM card provided to you by us.
 - c) If we supplied a mobile phone service you must pay any amounts due (including minimum monthly spend) for the remainder of the agreement period, and an administration fee of \$275
 - d) If we supplied a Data (Internet) service you must pay the balance of any monthly service fees for the remainder of the agreement period
 - e) Any additional liability as specified in the full Arrow Terms & Conditions
- 12.10 If we agree to provide a service for a set term the amount payable for the duration of that term becomes the debt owed to us, and this remains payable if you cancel the Agreement or terminate the service at any time.
- 12.11 Please refer to the full Arrow Terms & Conditions.
- 12.12 Please refer to the full Arrow Terms & Conditions.

13.0 Removable Discount

- 13.1 Please refer to the full Arrow Terms & Conditions.

14.0 Confidentiality

- 14.1 Any information supplied to you by us or the carrier of the service must be kept confidential.

15.0 Force Majeure

- 15.1 We will not be liable for any delay in the connection of services that is beyond our control.

16.0 Entire Agreement

- 16.1 Please refer to the full Arrow Terms & Conditions.

17.0 Assignment

- 17.1 Please refer to the full Arrow Terms & Conditions.

18.0 Equipment

- 18.1– 18.6 Please refer to the full Arrow Terms & Conditions.

19.0 Notices

- 19.1 Any notices or communications will be sent to the address specified on the account by prepaid mail, fax or personal delivery.

20.0 Governing Law

- 20.1 Please refer to the full Arrow Terms & Conditions.

21.0 Disputed Amounts

- 21.1 If you dispute a bill, you must pay the entire amount as indicated on the disputed account. If we find a billing error we will refund any monies owing.
- 21.2 If you do not raise any dispute within 120 days, no claim can be made against us.

22.0 Communications & Content

- 22.1 You are responsible for the content of any message you send using our service, and you must not use the service to conduct illegal activities.
- 22.2 We will only send you information and offers as relating to the services we provide, and this e-mail is not Spam. If you do not wish to receive information of this nature from us, you may unsubscribe.

23.0 Use of Mobile Phone Overseas

- 23.1 You are liable for all roaming charges, including any local taxes. Before making roaming available we may ask for a security deposit of \$500
- 23.2 If you breach any of the Terms & Conditions of roaming, we may use the security deposit to meet any charges owing, and refund any difference to you.
- 23.3 While roaming an overseas network will provide some of your services. Service limitations can result that may be unknown to us and/or not advised to you.

24.0 Supply of Local Call Service or Rebill Service only

- 24.1 Please refer to the full Arrow Terms & Conditions.

25.0 Installation & Programming of Equipment

- 25.1 Please refer to the full Arrow Terms & Conditions.
- 25.2 You must ensure that all equipment to provide your services are installed and maintained. We will supply all modems for use with Arrow DSL services. You are liable for any charges relating to altering these settings at a cost of \$180 per hour.

26.0 Conditions of Fax Broadcast Service

- 26.1 You are responsible for the content of any documents you send over the network.
- 26.2 We will try to ensure that your documents are delivered on time according to your instructions, but we accept no responsibility for any failure.
- 26.3 It is your responsibility to comply with the Arrow Privacy Policy and the Privacy Act.
- 26.4 We do not take responsibility for the content of documents you send.
- 26.5 Please refer to the full Arrow Terms & Conditions.
- 26.6 We will try to ensure that all documents are transmitted on time and in accordance with your instruction but we are not liable in any way (financial or otherwise) for any documents not sent.
- 26.7 Please refer to the full Arrow Terms & Conditions.
- 26.8 Please refer to the full Arrow Terms & Conditions.

27.0 Conditions of Voice & Video Conferencing Services

- 27.1 You are responsible for maintaining the confidentiality of owner numbers, PIN's and/or passwords.
- 27.2 You are personally responsible for all users of your account at all times.
- 27.3 We do not sell products or services to children. If you are under 18 you may use our services only with a parent or guardian's involvement.
- 27.4 We may refuse service, terminate accounts or cancel orders at our discretion.

28.0 Conditions of Data &/or DSL Service

- 28.1 You must maintain a standard telephone service for us to provide a Data/DSL service. We may terminate the Data/DSL service if you disconnect the standard telephone service.
- 28.2 Please refer to the full Arrow Terms & Conditions.
- 28.3 Please refer to the full Arrow Terms & Conditions.
- 28.4 Even if an exchange area is designated DSL enabled there is no guarantee we can connect an individual service within that area.
- 28.5 The final performance of the DSL service can only be estimated as it is based on the quality of the copper line involved.
- 28.6 For the purpose of measurement of data usage 1000MB = 1GB.

29.0 Acceptable use of Internet, Data and/or DSL Service

- 29.1 You must not send e-mail that may destroy or damage another person's computer.
- 29.2 Must not knowingly accept e-mail which is unlawful.
- 29.3 Must not reveal confidential information about Arrow to a third party.
- 29.4 Must not transmit viruses intentionally.
- 29.5 Please refer to the full Arrow Terms & Conditions.
- 29.6 Must not store or send any unlawful, threatening or pornographic material.

30.0 Network Security

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- 30.1 The security of your network and equipment is your responsibility
- 30.2 We are in no way responsible or liable for your network security
- 30.3 Virus protection and/or firewalls are your responsibility

31.0 Customer Premise Equipment (CPE)

- 31.1 Please refer to the full Arrow Terms & Conditions.

32.0 Delivery

- 32.1 To the best of our ability we will deliver the CPE on the due date during normal business hours. For further information please refer to the full Arrow Terms & Conditions or call 1300 305 794.

33.0 Installation

- Please refer to the full Arrow Terms & Conditions.

34.0 Exclusions and Maintenance Services

- Please refer to the full Arrow Terms & Conditions

35.0 Title and Risk

- Please refer to the full Arrow Terms & Conditions

36.0 Limited Warranty

- Please refer to the full Arrow Terms & Conditions

37.0 Data and Satellite Transmission Requirements

- Please refer to the full Arrow Terms & Conditions

38.0 Inaccessibility due to interference

- Please refer to the full Arrow Terms & Conditions

39.0 Mobile Number Porting

- 39.1 Please refer to the full Arrow Terms & Conditions.
- 39.2 You can only withdraw your authority to port with your current supplier.
- 39.3 If the information you provide does not match with your current supplier they may reject the porting request. We reserve the right to correct this information and resubmit.
- 39.4 Please refer to the full Arrow Terms & Conditions.
- 39.5 Arrow does not guarantee a time frame that your mobile number porting will be completed.
- 39.6 Please refer to the full Arrow Terms & Conditions.
- 39.7 Please refer to the full Arrow Terms & Conditions.
- 39.8 Arrow reserves the right to charge a porting fee.
- 39.9 Please refer to the full Arrow Terms & Conditions.

40.0 Arrow Direct Services and Local Number Portability

- 40.1 Please refer to the full Arrow Terms & Conditions
- 40.2 Please refer to the full Arrow Terms & Conditions
- 40.3 Porting local numbers to or from Arrow takes between 30 and 120 working days.
- 40.4 Telstra network prices will be charged until porting is completed.
- 40.5 A Minimum Calls Spend of \$150 per month applies to each Bundled Service.
- 40.6 Transferring numbers from Arrow Direct. If the services are still in contract, you will be liable to pay early termination fees and any outstanding usage charges.

41.0 Arrow Voice & Data Privacy Policy

- 41.1 The full Arrow Voice & Data privacy policy is on line at www.arrowvoice.com