



Jazmin Communications Pty Ltd
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Standard Form of Agreement

Jazmin Communications Pty Ltd, ABN 2113 461 7879, referred to as Jazmin Communications in this agreement, will provide you, our Customer, with Services as described in the following terms and conditions.

We will report changes of charges when needed. Our acceptance of your Subscriber Registration acts as us recognising your giving consent to provisions listed in this Standard Form of Agreement ('Agreement').

1. Provision of Services

- 1.1 Jazmin Communications will provide you with Voice Over the Internet Phone (VOIP) services ('Services'). Jazmin Communications will provide these using our own facilities or broadband services of other carriers ('Suppliers').
- 1.2 Jazmin Communications may, without reference to you, change or substitute a supplier or its products, provided this change does not reduce the quality of services supplied to you.

2. Charges and Payment for Services

- 2.1 Jazmin Communications' charges include:
 - per minute charges
 - dishonour fees and overdue charges
 - credit card payment fees
 - service and equipment charges
- 2.2 Jazmin Communications' records of amounts payable are correct unless shown not to be so.
- 2.3 Invoicing: Jazmin Communications will invoice you monthly for Services provided and bill according to our current charges.
- 2.4 Billing Method: Jazmin Communications will bill by means of direct debiting from an account named by you on your Subscriber Registration Form. This will include fees for services provided over a month and charges for payments in arrears.
- 2.5 Time for payment: You must pay all charges by the Payment Due Date shown on your invoice. Payments received later than the Due Date may be charged a late payment fee.
- 2.6 Late Billing: Unpaid charges for services provided before a billing period will be will be due and payable on presentation of your invoice.
- 2.7 Charges from wholesale suppliers: We may pass on charges from our Suppliers to you (including increases, specials or once-only charges) after we have advised you in writing.
- 2.8 Suspension of Services: Jazmin Communications reserves the right to suspend Services in special circumstances. The non-payment of your invoice for a period more than 60 days will lead to a suspension of your services. If you send us an advice in good faith that states objections to us billing your charges however, we will waive the suspension as part of our dispute resolution procedure.



- 2.9 Failed Debit Payments: Jazmin Communications reserves the right to terminate this Agreement without notice if:
- (a) you have not paid amounts owing to us
 - (b) a direct debit payment of your invoice is dishonoured without you providing a valid reason

3. Term of Agreement

- 3.1 Commencement of the Agreement: This Agreement starts on the date when both parties have signed the Subscriber Registration Form. The Agreement is valid until terminated.
- 3.2 Commencement of Services: Jazmin provides Services once equipment is installed, verified to work and authorised to commence by the our staff.

4. Transfer to Another Provider

- 4.1 If you transfer to another VOIP provider, you remain responsible for the amount payable for the Services from Jazmin Communications until your subscription expires. After you receive our invoice, you will pay all amounts owing.
- 4.2 The provision of our Services is considered to have ended once a termination date agreed by us has passed.
- 4.3 Jazmin Communications will try to bill you for outstanding Services within the next billing period after such a termination.
- 4.4 If Jazmin Communications later identifies other charges for these Services up to the date of termination, we will send you an invoice for these amounts and you will pay us. This may include amounts owing to us resulting after formal dispute resolution procedures have been performed.
- 4.5 Also we will credit you if we bill you wrongly.

5. Credit Check

- 5.1 To perform a credit check with a Credit Reporting Agency, we may disclose information on you to this agency and you consent to this disclosure.
- 5.2 You agree a credit report with your details may be given by us to a Credit Reporting Agency to help us assess your available credit or collect overdue payments.
- 5.3 You agree Jazmin Communications may disclose a credit report or other report about you and any personal information gained from that report, to any other credit provider for to enable:
- (a) an assessment by us or the other credit provider of your creditworthiness
 - (b) the collection by us or the other credit provider of overdue payments
 - (c) the exchange of information between us and the other credit provider for the purposes in (a) and (b)



6. Your Compliance

- 6.1 You will ensure you will comply with all laws and satisfy your obligations that govern the use of Services provided to you by Jazmin Communications.
- 6.2 You will not breach any law and you will compensate us for any loss or expense Jazmin Communications may suffer because of you committing any breach.

7. Use of Customer Building and Installation of PABX

- 7.1 Installation and equipment: You will help us install and maintain equipment necessary for you to receive Services.

8. Equipment Jazmin Communications Supplies

- 8.1 Where Jazmin Communications supplies rented equipment to you:
 - (a) this equipment (the Jazbox, power supply and cabling) remains the property of Jazmin Communications
 - (b) you agree to us removing the equipment on expiry or termination of your Agreement
 - (c) you will not part with the possession of the equipment except to us
- 8.2 Jazmin Communications may change the equipment when it sees necessary.
- 8.3 You give us access to the equipment during standard business hours (or at other times by negotiation with you). This right of access continues until you have returned all equipment to us even if the agreement has since terminated.
- 8.4 You will ensure our equipment used to provide Services to you are not changed, maintained, repaired, connected to or disconnected from any power source or line except by a certified installer approved by us.
- 8.5 Electricity: You will supply enough electric power to enable the equipment to provide Services.
- 8.6 Return: When this Agreement is terminated, you will return our equipment immediately or make it available for us to collect it.

9. Termination

- 9.1 A party may terminate this Agreement by giving 30 days notice in writing to the other party.
- 9.2 Immediate Termination: Jazmin Communications may terminate this agreement immediately if:
 - (a) you breached this Agreement
 - (b) a liquidator, receiver or other administrator of your business enters a composition with your creditors (notably you are informally bankrupt)
- 9.3 You remain liable to pay charges for all Services up to the time of termination. After you receive our invoice, you must then pay any outstanding amounts immediately.
- 9.4 Termination does not remove your liability to pay for Services we deliver up to the time of termination. You must still pay us for these outstanding Services.



10. Service Suspension

- 10.1 Jazmin Communications may suspend your Services immediately and without notice where:
- (a) services of other carriers that support Jazmin Communications need maintenance
 - (b) you fail to pay charges you owe to Jazmin Communications
 - (c) an event happens that is outside our control – see clause 14. Events beyond our control – *Force Majeur*

11. Limit of Liability

- 11.1 Performance: The performance of some Services may decline depending on your use of data downloads, bandwidth and your choice of Internet Service Provider (ISP). Subsequently, Jazmin Communications does not warrant that Services will be free of congestion, delays or faults due to these causes. We therefore will not be responsible for any loss or damage to your business that results from these causes.
- 11.2 All terms, conditions, warranties, undertakings, inducements and representations, whether clearly stated or implied, or statutory that are related to us providing you Services are excluded except where stated otherwise.
- 11.3 Jazmin Communications will therefore not be under any other liability that results from any loss or damage (whether a consequential loss or damage) however caused (because of negligence) that you could suffer or incur directly or indirectly by us providing Services to you.
- 11.4 Jazmin Communication's liability for any breach of any term, condition, warranty or repair implied by law (that cannot be excluded) will be limited. Normally this amounts to the cost of us repairing or resupplying equipment.
- 11.5 Jazmin Communications has no liability to you or others for:
- (a) acts or defaults of other Suppliers
 - (b) faults or defects in Services caused by your own conduct or misuse
 - (c) faults or defects because of telecommunication services not provided under this Agreement that are incompatible with the Services
 - (d) faults or defects of equipment supplied by a linked third party as part of the Services
 - (e) Jazmin Communications will respond to complaints at once but make no guarantee as to when there will be a resolution.

12. Fault Reporting and Complaints

- 12.1 Jazmin Communications will respond to faults and complaints during Australian Business Hours (EST). Customer service can be contacted by phoning 1300 529 646 or by email: info@jazmin.net.au
- 12.2 Jazmin Communications:
- (a) is not responsible for any fault that derives from the network of a Supplier,
 - (b) will report the fault to the Supplier and request that the fault be corrected quickly
 - (c) will report to you about status of the fault
 - (d) but Jazmin Communications will assume no further liability or responsibility



13. Confidentiality

- 13.1 Jazmin Communications keeps all intellectual property rights related to its Services, the design and operation of its network and other technical information used to provide its VOIP Services ('Confidential Information').
- 13.2 You will keep Confidential Information in confidence and not reproduce written or electronically recorded material.
- 13.3 On terminating this Agreement, you will return all Confidential Information to us. If you have already destroyed this information, you will advise us that you have done so.
- 13.4 You will keep in confidence how Jazmin Communications supplies Services under this Agreement. This includes our charges and other product information.
- 13.5 You will not use information from us for any purpose not approved by us that may cause losses for us by damaging our reputation, generate financial costs or otherwise.

14. Events beyond our control – *Force Majeur*

- 14.1 Jazmin Communications is not liable for:
 - (a) any unreasonable delay in installing a Service
 - (b) any unreasonable delay in correcting a fault in a Service
 - (c) a failure or incorrect operation of a service outside our responsibility
 - (d) any other reduction in Services caused by an event reasonably beyond our control: for example wars, accidents, Acts of God, industrial action, embargos, terrorism, unpredictable delays or the failure of another Supplier

15. Assignment

- 15.1 Unless we have given consent in writing, you will not assign charges or transfer your rights to another.

16. General

- 16.1 The laws of the State of South Australia and the Commonwealth of Australia govern this agreement.
- 16.2 If any provision in this Standard Agreement is invalid, not applicable or unenforceable, the rest of this agreement will still be binding.

17. Privacy Act

- 17.1 On signing your Subscriber Registration Form, you also agree Jazmin Communications may collect, use and disclose personal information about you as allowed by the Privacy Act 1988 (Commonwealth).