Click Access Pty Ltd
PO Box 1255
Buderim QLD 4556
Phone: 07 5315 5440
Email: info@clickaccess.com.au

Standard Terms and Conditions

These Standard Terms and Conditions apply to services supplied to consumers by Click Access (ABN 94 619 417 793)

1. The Agreement

1.1. An agreement is formed when you apply to acquire a service from us and we accept your application. The application may be made over the phone, or by completing an online ordering process or a physical order form. You warrant that you are over 18 years of age and legally entitled to enter into the agreement.

1.2. The agreement will be made up of:

1.2.1. Your application

1.2.2. The Critical Information Summary or other document provided to you relating to the service during the application process; and

1.2.3. These Standard Terms and Conditions.

1.3. If there is inconsistency between any part of the agreement, the inconsistency will be resolved according to the following order of priority:

1.3.1. The Critical Information Summary;

1.3.2. These Standard Terms and Conditions;

1.3.3. Your application.

2. Period of the Agreement

2.1. The agreement commences when your application is accepted by us.

2.2. For contracts other than fixed period contracts, the agreement will continue until it is terminated by either party on 30 days' notice or otherwise in accordance with the agreement.

2.3. For fixed period contracts, the agreement will continue:

2.3.1. For the minimum contract period referred to in your application or in the Critical Information Summary; or

2.3.2. Until it is terminated in accordance with clause 12.

2.4. If neither you nor we cancel the agreement at the end of the fixed period contract, we will continue to supply the service to you on a month-to-month basis.

2.5. If we will not continue to provide the service to you at the end of the fixed-period contract or if we wish to change the terms of the agreement, including charges, we will inform you of this at least 30 days before the end of the fixed period contract.

3. Changes to the Agreement

3.1. We may change the agreement in the following circumstances:

3.1.1. Where you agree to the change;

3.1.2. Where the change will not adversely affect you and, before the changes take effect, we have given you notice of the change;

3.1.3. Where the change is in relation to charges for making international telephone calls or roaming and, before the changes take effect, we have given you notice of the change;

3.1.4. Where the change is to introduce or vary a fee or charge to pass on a tax or levy imposed by law and, before the changes take effect, we have given you notice of the change;

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3.1.5. Where the change is to introduce or to vary a charge associated with a content or premium service where we rely on a third party for the service and the third party increases its price to us and, before the changes take effect, we have given you reasonable notice of the change;

3.1.6. If the agreement is a fixed period contract and the change is adverse to you, and we provide to you not less than 21 days' notice of the change.

3.2. We may withdraw any plans/packages at any time by giving you notice but such withdrawals will only take effect from the end of your then current fixed period contract.

3.3. Notice of a change to the agreement may be given by us:

3.3.1. By email to your nominated account email address,

3.3.2. With or as part of a bill, or

3.3.3. Otherwise in writing by mail.

3.4. Changes to these standard terms or a service description will be made available online and you are encouraged to refer to our website on a regular basis.

3.5. If we change the agreement under clause 3.1 (3.1.6), you may cancel the agreement within 42 days of the date of the notice without incurring charges, other than usage or network access charges to the date the agreement ends and outstanding amounts for installation or for equipment with other suppliers' services.

3.6. Your ongoing use of the service after the date of a variation, alteration, replacement or revocation or on the expiry of the 42 day period is deemed acceptance of the variation, alteration, replacement or revocation.

4. Applications

4.1. You warrant that information provided to us in the application is true and correct in all material respects and you acknowledge that we will rely on it. You agree that, if you give us incorrect information during an application which is then relied upon and used by a third party carrier for the provision or attempted provision of a service, you will be liable for a resubmission payment to us.

4.2. An application for service may be refused by us in the following circumstances:

4.2.1. Where there is a technical limitation to our ability to provide you the service, including where there are network capacity constraints;

4.2.2. Where you have not completed an application process correctly or have been unwilling to provide us with a document or information we require;

4.2.3. Where you do not meet our credit assessment criteria.

4.3. By applying for a service, you authorise us to communicate with credit referencing bodies/associations about your credit history and in so doing to provide them with the details that you have provided to us. We may do this from time to time during the term of the agreement.

4.4. We may apply restrictions to a service where you have not met our credit assessment criteria. We will advise you of the general nature of the reasons for these restrictions and, if applicable, how you may access services which have been restricted.

4.5. We may pay commission to a dealer or agent acting on our behalf who is involved in your application process.

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5. Your Private Information

5.1. As part of your application and in connection with the provision of service to you, we may obtain from you private information about you. Click Access is required by law to collect certain personal information about you, including your name, address and telephone service number to provide it to the operator of the Independent Public Numbering Database (IPND). Information in the IPND is used to develop directories and to assist emergency service organisations.

5.2. We use our best endeavours to comply with a privacy policy which is available on our website or by contacting us. This policy governs the information we collect on you, how we use it and your rights to access it. You consent to us to collect and disclose your personal information including any unlisted telephone number and address from or to:

5.2.1. Any credit providers or credit reporting agencies to use the information for all purposes permitted by the Privacy Act (1988) including to obtain a credit report about you or your registered business, maintaining a credit information file about you, or notifying a default by you;

5.2.2. Any law enforcement agencies to use the information to assist them in the prevention or prosecution of criminal activities;

5.2.3. To conduct ongoing credit management of your account;

5.2.4. Any of our shareholders, related entities, suppliers, agents or professional advisers for reporting, accounting, product supply and service, marketing and audit purposes;

5.2.5. Any upstream supplier to us to use the information for any purposes connected with the service or your use of the service; and

5.2.6. Any person who provides us with your usernames(s) or password(s).

5.3. From time to time we will update you on our services, news, promotions and offers including those from related or affiliated organisations. You consent to us contacting you at any time (including after you have terminated the agreement), for this purpose through any available contact methods. You can withdraw your consent at any time by contacting us.

6. Minimum Contract Period

6.1. The minimum contract period is the minimum fixed period during which you must acquire the service. The minimum contract period may be specified in your application or in the Critical Information Summary. The minimum contract period commences when the service is activated.

6.2. If, during the minimum contract period, you cancel the service or we cancel the service because of your default, you may be liable to pay an early termination charge which is set out in the Critical Information Summary.

6.3. Once the minimum contract period is over, your service will continue to renew automatically, and you will continue to be charged for the service, until such time as you or we cancel the service by giving 30 days' notice.

7. Usage

7.1. You acknowledge that charges will be incurred when the service is used. It is therefore important that you take steps to ensure that such usage does not occur without your authorisation. You should ensure that you are in control of devices that might make use of your services, such as computers, handsets, mobile phones, and wireless devices connected to your service and that third parties cannot access or use such equipment without your authority. You acknowledge that usage of some services can occur because of an infection of

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your computer with a virus or due to other unauthorised third party intrusions. You should ensure that you have appropriate protection systems operating on your equipment to restrict or limit the possibility of unauthorised usage.

7.2. As we are not able to control access or usage of your handsets and other equipment, you are responsible for all usage charges in respect of the use of the service, whether or not such usage was authorised by you, unless the usage was caused by a mistake by us.

7.3. You are not permitted to authorise a third party to use your service without direct supervision and/or written authorisation by us.

7.4. You acknowledge that we cannot be held responsible for any loss incurred by you because of faults and/or failures within a third party carrier's network infrastructure.

7.5. While we will use our best endeavours in providing the service, you use it at your own risk. Even if you lose some equipment or permit another person to use your service, you are solely responsible for its use including:

- 7.5.1. The calls made and messages sent;
- 7.5.2. The sites and content accessed;
- 7.5.3. The content or software downloaded and the effect it may have on our equipment or service;
- 7.5.4. The products and services purchased;
- 7.5.5. The information provided to others;
- 7.5.6. The installation or use of any equipment or software whether provided by us or not;
- 7.5.7. The modification of any settings or data on your service or related services or equipment whether instructed by us or not;
- 7.5.8. The personal supervision of any users under the age of 18 who use the service; and
- 7.5.9. The lawfulness of your activities when using the service and accessing any sites and third party content.

7.6. The service is provided to you on the basis that it is used only for approved purposes. In particular you must:

- 7.6.1. Not use the service in any manner involving illegal, malicious, deceptive or misleading activity;
- 7.6.2. Not breach any standards, content requirements or codes set out by any relevant authority or industry body;
- 7.6.3. Not use the service in any way which interferes with the operations of the service network, anyone else's enjoyment of their service or which upsets or offends any person;
- 7.6.4. Not use the service for commercial purposes or in any way distribute or resell the service without our written permission;
- 7.6.5. Obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the service;
- 7.6.6. Give us all information and co-operation that we may need in relation to the service; and
- 7.6.7. Advise us of changes in your personal information such as account details, debit or credit card details and expiry dates and billing and service addresses.

7.7. You must not use the service in a way which contravenes any fair use policy or acceptable use policy that applies to the service.

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7.8. We may suspend or terminate, with our without notice, your service if, in Click Access' reasonable opinion, the service has been directly or indirectly involved in activities that are detrimental to our internet service or jeopardise the use of our service or its performance for other customers or how the wider community will perceive Click Access. Such activities include, but are not limited to:

7.8.1. "Spamming" email or forwarding spammed email to other internet user's email addresses;

7.8.2. Being listed or causing the listing of us or our other customers on any real-time blacklist;

7.8.3. Email bombing and the use of bulk email programs to unsolicited recipients making commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages;

7.8.4. Attempting to obtain unauthorised access to other internet servers and systems; and

7.8.5. Making misrepresentations or abusive or offensive behaviour in newsgroups and other online facilities.

In any of the above circumstances, if we elect to proceed without giving notice, we will initially only suspend the service and will provide you notice of the suspension having occurred and the grounds on which the suspension was made. We will reasonably consider any evidence or submissions you may provide to us to demonstrate that the service was not used for the activity. If we are satisfied that the service was not used for the activity, we will reinstate the service as soon as possible. If we are not so satisfied, we will terminate the service by giving notice.

7.9. You must not use the service in a way to post to or transmit to or via the service any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other customer from using or enjoying the service. You must not use the service to send unsolicited electronic mail messages to anyone. You must not attempt any of these acts or permit another person to do any of these acts.

7.10. We may suspend without notice your account if it has been used in offensive and/or illegal activities under State and/or Commonwealth laws. This includes the dissemination of banned pornographic material and other illegal content. In such cases, the relevant law enforcement agency(ies) will be notified, and offending material(s) may be passes on to them.

7.11. If you use a website or web hosting service provided by us for the public dissemination of violent or pornographic material, you must issue appropriate content warnings and provide viewing guidelines on your website, as per the Classification Act. This is especially important with respect to content which is likely to be considered unsuitable for children according to the Classification Guidelines provided in the Act. If it is brought to our attention that these appropriate content warnings and/or viewing guidelines have not been provided, then we reserve the right to suspend or terminate your account and pass this information on to the relevant authorities.

7.12. What constitutes inappropriate use will be determined by us, at our sole discretion provided that we act reasonably.

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7.13. We may monitor the use of your service, however we do not promise to do so. If we identify excessive use or unusual activity we may temporarily restrict or suspend your service. If we do so we will endeavour to contact you via your nominated primary contact details. We may require an advance payment before your service is restored. You should not rely on us to contact you or to suspend your service in the event of excessive or unusual activity.

7.14. We may investigate any misuse of the service by you, in conjunction with relevant law enforcement agencies. If your use of the service results in loss to other users or us, you may be liable to pay compensation.

8. Phone Numbers

This section applies if you acquire a telephone or other service number.

8.1. If you do not already have a phone number for your phone for use with the service, we will issue you a phone number.

8.2. All phone numbers are selected, issued and used by us in accordance with ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (numbering regulations).

8.3. We may be required to recover or recover and replace a phone number we have issued to you in order for us to comply with the numbering regulations.

8.4. We will give you as much notice as is reasonably practicable if we have to do this.

8.5. You may request a new phone number. If we agree to issue you a new phone number, you may have to pay a charge.

8.6. If you need a new phone number because you have received calls of a harassing nature and you reported the matter to the relevant law enforcement agency, we will supply you with a new phone number free of charge on the first two occasions. You will have to pay a charge for any further phone number changes.

8.7. You do not own the phone number but your right to use the phone number starts when we issue the phone number to you.

8.8. Your right to use the phone number ends if you no longer obtain the service unless you port the phone number.

8.9. You may transfer your service number to another carrier or service provider. If you do so you acknowledge and understand that:

8.9.1. Charges may apply as a consequence of a transfer from us to another carrier or service provider;

8.9.2. Any outstanding fees and charges which remain are your responsibility;

8.9.3. The transfer may result in disconnection of any related services such as Voicemail, paging and data services, silent numbers, priority assistance or other enhanced services;

8.9.4. It is your responsibility to ensure that any equipment or software used by you in connection with your service works with your new carrier or service provider; and

8.9.5. If after the transfer of your service from us, you continue to use our service (for example through the use of an override code) you agree to pay us for any fees and charges incurred for those services.

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8.10. In the event that you transfer from us prior to the expiration of the minimum term of your plan you will be liable for any outstanding fees and charges including plan payout and plan cancellation fees.

8.11. Where you transfer to us:

8.11.1. You authorise us to sign on your behalf and in your name forms of authority to your current supplier to transfer your service number(s) to us and you authorise your current supplier to transfer to us all services relating to the service numbers transferred to us;

8.11.2. If your current supplier charges or credits us with any amount concerning services provided before the date of transfer, we will credit or charge that amount to your account accordingly and as soon as practicable; and

8.11.3. You indemnify us against any claims made by your current supplier to us in relation to any amounts owing by you to them.

8.12. If you stop obtaining the service and do not port the phone number, we may issue the phone number to another customer in accordance with the numbering regulations.

8.13. We are not liable to you for any expense or loss incurred by you due to:

8.13.1. Any recovery or recovery and replacement of the phone number under clause 8.3 above, or

8.13.2. You ceasing to have the right to use the phone number under clause 8.9 above.

8.14. If your service is disconnected or transferred from us you must pay us all outstanding amounts under the agreement. Once we have received payment, we will refund to you any amount(s), which we may still hold. If we are unable to refund monies owed within 12 months of your disconnection we will retain the funds, which you agree to forfeit to us.

9. IP Addresses

9.1. You agree that the IP address(es) issued to you for use in connection with a service are only issued to you for use during the term of your acquisition of the service. On termination of the service, your right to use the IP address(es) ceases.

9.2. We are responsible for all DNS delegation and routing in connection with the service.

10. Billing and Account Payment

10.1. The Critical Information Summary may provide that bills will not be issued. If that is so, charges will be incurred notwithstanding that no bill has been issued.

10.2. Where we have agreed to issue bills, we will send to you by mail or email a tax invoice at the end of billing periods unless the Critical Information Summary stipulates otherwise. You must pay all outstanding amounts by the due date as shown on your tax invoice.

10.3. Usage records and download times can vary from time to time. Whilst we aim to do so, we are unable to guarantee that all usage records during a billing period will appear on the corresponding bill. This is particularly so for charges incurred whilst using international roaming but also applies for other types of usage.

10.4. Payments may be made to us using our available payment methods. Service fees and charges may apply for some available payment methods. We will apply payments made by you against outstanding tax invoices at our discretion.

10.5. If you have chosen to use our direct debit facilities, and we have not received your payment by the due date, unless we agree with you otherwise, we will debit your nominated account on or after the due date. We may continue to do so at any time until all amounts due are paid.

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10.6. Where in our opinion you have a reasonable claim or dispute with an invoice or a debit, we will suspend our collection or recovery processes until a determination of your claim or dispute has been made. We will reimburse any incorrectly debited amount as soon as reasonably practicable.

10.7. All administration, registration and set-up fees are non-refundable. You may exchange or receive a refund for equipment which has not been opened or used and has been returned to us within 30 days of purchase.

10.8. If you require us to send to you a printed copy of an invoice, this may be subject to an administration fee of $5.00 incl GST per request.

10.9. Accepted credit cards: Visa, MasterCard, American Express, and Diners Club. Accounts paid with an American Express or Diners Club card will incur a surcharge of 3.9% (incl GST) of the debited amount when we debit the card. Accounts paid with a Visa or MasterCard will incur a surcharge of 1.85% (incl GST) of the debited amount when we debit the card.

10.10. You are responsible for ensuring there is sufficient funds/credit available in your nominated credit card or direct debit account at any time we debit the account. You must pay dishonour fees and any other charges, expenses or losses resulting from our attempting unsuccessfully to debit the credit card or direct debit account unless the failure was due to a clear error on our part. Dishonoured cheques incur a $15.00 (incl GST) handling charge. Direct debit rejections incur a $9.90 (incl GST) charge.

10.11. You are required to inform us if your credit card is due to expire at least two weeks prior to the expiry date and are required to provide us with details of a current credit card. You must also advise us if your nominated direct debit account is transferred or closed, or the account details have changed.

10.12. Where a customer provides a new credit card number or re-advises a credit card number, Click Access will immediately debit the credit card for any outstanding amount owing or an amount of $1.00 if there is no current amount owing. This debit is to confirm with the Customer's financial institution that the card number and CVC are correct. The CVC is not retained by Click Access. The amount received is credited to the customer's account.

10.13. Click Access does not accept Prepaid Visa/MasterCard credit cards or gift cards.

10.14. If you have failed to pay to Click Access an amount which is due, we may following appropriate notice to you refer the debt to a third party collections agent for the purpose of collection activity. You must pay all costs, charges and expenses that we may incur in relation to our attempts to recover all debts due by you to us, including accounting, mercantile agents' costs and interest.

11. Bank Account Direct Debit Terms

11.1. If you have arranged to pay us by providing a Direct Debit Request ("Your Direct Debit Request"), this clause sets out the terms on which we accept and act to debit amounts from your account under the Direct Debit System.

11.2. We agree to be bound by this clause when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.

11.3. We may have requested from you an online or verbal declaration giving us authority to deduct monies from your bank account. By agreeing to this declaration you will be regarded as having "signed" a Direct Debit Request Form. You also agree that we may reproduce this document from our electronic records and that the reproduced document shall, in the absence of error, be an accurate copy of this document signed by you.

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11.4. If you are not authorised to operate this bank account by yourself then those person(s) whose authority is required must complete and sign a Direct Debit Request Form and return it to us.

11.5. As the recipient of a Direct Debit Facility from you, we will:

11.5.1. Provide you with a statement of the amounts we draw under your Direct Debit Request every month;

11.5.2. Provide you at least 21 days' notice in writing, if we propose to:

11.5.2.1. Change our procedures in this agreement;

11.5.2.2. Change the terms of your Direct Debit Request; or

11.5.2.3. Cancel your Direct Debit Request.

11.5.3. Agree to deal with any dispute raised under your Direct Debit Request as follows: We will investigate the dispute and if it is found that the amount has been debited in error we will refund the disputed amount within 5 business days. Where it is found that the disputed amount has been debited correctly and accordance with the terms of the Direct Debit Agreement, we will notify you of that outcome in writing within 5 business days; and

11.5.4. Not disclose any personal information provided to us under the Direct Debit Request, which is not generally available, unless: you dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request or to any amount we draw under it to the financial institution at which your account is held or the financial institution which sponsors our use of the Direct Debit System or both of them; you consent to that disclosure; or we are required to disclose that information by law.

11.6. As the provider of a Direct Debit Facility you:

11.6.1. Authorise us to draw money from your account in accordance with the terms of your Direct Debit Request and the agreement;

11.6.2. Acknowledge that if the day on which you are due to make payment to us is not a business day we draw under your Direct Debit Request on the next business day following the normal payment date. You will need to enquire directly with your financial institution if you are uncertain when they will process an amount we draw under your Direct Debit Request on a day that is not a business day;

11.6.3. May ask us to:

11.6.3.1. Alter the terms of your Direct Debit Request;

11.6.3.2. Defer a payment to be made under your Direct Debit Request;

11.6.3.3. Stop a drawing under your Direct Debit Request. In such instances an alternative method of payment must be arranged 3 days prior to the due date and payment received by the due date; or

11.6.3.4. May cancel all your services including your Direct Debit Request by sending a written request including your customer account number and telephone number to us.

11.6.4. Will advise us of any disputed amount drawn under your Direct Debit Request as soon as practically possible by notifying us of your dispute by letter or email (include your customer account number and telephone number) and provide us with details of the payments in dispute and reasons for the dispute. We will endeavour to resolve any dispute within 21 days. Disputes may also be directed to your own financial institution;

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11.6.5. Acknowledge it is your responsibility to ensure there are sufficient clear funds available in your account by the due date, on which we will draw any amount under your Direct Debit Request, to enable us to obtain payment in accordance with your Direct Debit Request;

11.6.6. Acknowledge that if your financial institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, we will recharge any dishonour fees charged to us by the financial institution, to your account. We will make two attempts to draw outstanding amounts in accordance with your Direct Debit Request. If these fail, we will contact you by telephone or in writing to seek alternative methods of payment for the outstanding balance of your account, and to agree upon a suitable payment method for future account payments;

11.6.7. Acknowledge not all accounts held with a financial institution are available to be drawn under the Direct Debit System and that prior to providing your account details to us under the Direct Debit Request, have verified those details against a recent statement from your financial institution to ensure those details are correct.

12. Suspension/Disconnection of the Service

12.1. If your fixed period contract has expired or you are on a month to month contract, you or we may disconnect the service and cancel the agreement at any time by giving 30 days' notice.

12.2. If you fail to comply with what we consider to be an important term or condition of this agreement or should you fail to comply with a number of less important terms and conditions then we can suspend or disconnect your service or reroute calls from your service. We will generally provide you with notice of your failure and allow you a reasonable time to remedy it. However we may suspend or disconnect your service without notice to you where:

12.2.1. There has been, in our opinion, unusual activity on your service such as:

12.2.1.1. Activity that is consistent with your service or equipment connected to your service having been infected with a virus or other malicious software; or

12.2.1.2. Other activity that Click Access reasonably believes is evident that the service is being used for fraudulent or other illegal purposes;

12.2.2. You have not paid charges when due and have not remedied that failure within what we consider to be a reasonable time;

12.2.3. You do something which we believe may damage the service network;

12.2.4. You are no longer approved by us under our assessment policies or otherwise to receive the service;

12.2.5. An authority such as the ACMA or enforcement agency instructs us to do so;

12.2.6. We believe that you have used your service to commit unauthorised, criminal or unlawful activity;

12.2.7. You vacate the premises in which you are provided the service without notifying us beforehand;

12.2.8. There are technical problems with the service network or the service network requires repairs or maintenance;

12.2.9. We believe it is necessary in order to comply with our legal obligations;

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12.2.10. We are entitled to do so under the specific terms and conditions of your plan or package;

12.2.11. You verbally abuse, attempt, threaten or cause harm to any staff, equipment or network infrastructure of ours or any of the service networks.

12.3. In the following additional circumstances we may suspend or disconnect your service(s) or reroute calls from your service(s) but we will provide you with reasonable notice prior to doing so:

12.3.1. You have a mobile service and you inform us that you have lost your SIM card;

12.3.2. You have a mobile service which does not toll in any three month period;

12.3.3. You do anything which we believe may damage the service network;

12.3.4. You have used the service, in our opinion, other than in accordance with the agreement;

12.3.5. You do not comply with the terms set out in a Critical Information Summary

12.4. Where one or more services included in a bundled offer(s) are disconnected, entitlement to any discounts under such offers may be forfeited.

12.5. While your service is suspended or disconnected we will continue to charge you any applicable fees and charges. We will only do so where the suspension or disconnection is due to your failure to comply with your obligations under this agreement, or is performed at your request.

12.6. Where we disconnect your service prior to the expiration of the minimum term of your plan you will be liable for any outstanding fees and charges, including the remaining access fees on your plan plus a plan cancellation fee if applicable. We will only charge a plan cancellation fee in circumstances where you have failed to comply with an important term or condition of our agreement.

12.7. We are not liable to you or any person(s) claiming through you for any loss or damage arising from suspension or disconnection of your service in accordance with this clause.

13. Force Majeure

13.1. We will not be liable for:

13.1.1. Any delay in installing any service.

13.1.2. Any delay in correcting any fault in any service.

13.1.3. Failure or incorrect operation of any service, or

13.1.4. Any other delay or default in performance under this Agreement

If it is caused by any event or circumstance reasonably beyond our control, including but not limited to; war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, plague or other natural calamity, computer viruses, hacker attacks or failure of the internet or delay, or failure or default by any other supplier.

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14. Liability

14.1. You may have certain rights and remedies under:

14.1.1. The Competition and Consumer Act 2010 (Cth) and other laws, which may imply certain conditions an warranties into this agreement; and

14.1.2. The Customer Service Guarantee issued by the ACMA, which established minimum connection and fault repair times, breach of which entitles you to certain specified amounts of damage.

14.2. We do not exclude or restrict or modify those right, remedies or implied conditions and warranties.

14.3. Where we are liable for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by the Competition and Consumer Act 2010 (Cth) our liability is limited to resupplying, repairing or replacing the relevant service or equipment where the service or equipment is not of a kind ordinarily required for personal, domestic or household use or consumption and where it is fair and reasonable to do so.

14.4. You must let us know as soon as you become aware or believe that you have a claim against us.

14.5. We are not liable for any defamatory, offensive or illegal conduct or material found in connection with our services, including such conduct or material transmitted by any means by any other person

14.6. You indemnify us from and against all actions, claims, suits, demands, liabilities, losses, costs and expenses arising out of or in any way connected with your use of the service or the equipment in a manner contrary to the terms of this agreement.

14.7. Where you are two or more persons your liability will be joint and several.

15. Assignment

15.1. You may transfer your rights and obligations under this agreement to other person(s) approved by us under our assessment policies.

15.2. Where we reasonably consider there will be no detriment to you, we can without your permission and without notice:

15.2.1. Transfer our rights and obligations under this agreement to our nominee;

15.2.2. Temporarily or permanently delegate our obligations under this agreement to our nominee; or

15.2.3. Novate this agreement to our nominee by ending this agreement and entering into a new agreement between you and our nominee, on terms similar to this agreement

15.3. If we do any of the above the transfer or delegation or novation will take effect when the relevant document is signed. You irrevocably appoint us as your attorney to sign any necessary documents to enable the transfer, delegation or novation to take effect.

16. Governing Law

16.1. This agreement is governed by the laws of the state or territory of Australia in which you are normally resident. You and we agree to submit to the jurisdiction of the courts of such state or territory.

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17. Meaning of Words

17.1. Terms used within this agreement have the following meaning unless the context suggests otherwise.

(a) ACMA means the Australian Communications and Media Authority

(b) Agreement means the agreement for the provision of the services between us comprising the items outlined in clause 1.2 of these standard terms

(c) Air limit means a usage threshold we may impose on use of your mobile service.

(d) Available service area means locations in which the service network is capable of providing service. Information on coverage areas is available by contacting us or by visiting our website.

(e) Billing period means the period in which you are billed by us for service. You will have 12 billing periods per year unless we agree otherwise.

(f) Billing run means the process of producing a bill for you. Each billing run corresponds to a billing period.

(g) Carrier means a Telecommunications carrier licensed under the Telecommunications Act 1997.

(h) Contact method means mail, SMS, MMS, email or telephone

(i) Credit assessment policies means those rules we use to determine whether we wish to accept or decline to provide or continue to provide you with the service. These policies may change from time to time without notice to you. Under these policies you must: be at least 18 years of age; be capable of entering into a legal contract; be alive; not be insolvent or bankrupt or subject to any proceedings to make you insolvent or bankrupt; where you are in a partnership, the partnership must not have been dissolved; where you are a company neither you nor any of your assets may have been assumed under the terms of a debt security instrument or under court order or otherwise appointed.

(j) Credit limit means a limit we may place on your use of a service or on amounts you owe to us at a point in time.

(k) Current supplier means a carrier or telecommunications service provider who supplied telecommunications to you at the time of signing the agreement.

(l) Customer care policies means the policies, procedures, terms and conditions under which we provide services. Our customer care policies are updated from time to time and are available on our website or by contacting us.

(m) Customer service guarantee means the current minimum performance standard set by the ACMA under sections 115, 117 and 120 of the Telecommunications (Consumer Protection and Service Standards) Act 1999.

(n) Direct debit date means the date, on or after the due date, on which we will automatically debit your direct debit facility for amounts due.

(o) Direct debit facility means the debit account or credit/charge account nominated by you for the debiting of your fees and charges.

(p) Due date means the date that the amount shown on your tax invoice is due to be paid to us. The due date is not less than 14 days after the tax invoice date.

(q) Enhanced services means the services we provide that are designated by us as enhanced services. Our website and plan brochures will detail which services we have designated as enhanced services.

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(r) Equipment means the item(s) required or otherwise used in conjunction with your service such as mobile phones, fixed line phones, personal computers, software and modems purchased from us or otherwise.
(s) Factsheets means detailed information made available on our website or otherwise.
(t) Fees and charges means fees and charges payable by you under your plan and under this agreement including any amounts of applicable GST.
(u) Fixed line service means the standard telephone service comprising connection to the public switched telephone network plus any other service(s) offered by us including any enhanced services.
(v) Fixed period contracts are entered into where you commit to a minimum period for which you will acquire the service and may be set out in the plan brochure or Critical Information Summary but do not include month to month contracts.
(w) GST means the tax imposed by A New Tax System (Goods and Services Tax Imposition General) Act 1999 and any regulations thereto or such other Act and regulations of equivalent effect.
(x) GST Act means A New Tax System (Goods and Services Tax) Act 1999.
(y) GST supply means a supply as defined in and which is subject to liability for GST under the GST Act.
(z) Hardware means the Modem or Call Saver Unit or any equipment that we may provide from time to time.
(aa) Internet service means connection to the global network of computers known as the internet using software protocols supported by us, plus any other services offered by us using enhanced services.
(ab) Mobile network means the mobile network over which we supply the service.
(ac) Mobile service mans the connection to the Mobile Network plus any other services offered to us including enhanced services.
(ad) Package means a grouping of services and plans, which are sold together under specific terms and conditions.
(ae) Passwords means the personal information or security codes such as your customer service account passcode or website password used by us to confirm that an individual has authority to enquire or transact on your account.
(af) Personal information has the same meaning as defined within the Privacy Act 2000.
(ag) Plan means your plan for each of the service(s), the terms and conditions of which may include a minimum term, monthly fees and call charges as amended from time to time.
(ah) Plan Brochure is any brochure or other document (including a webpage) which sets out the terms and conditions of a plan.
(ai) Premium Services means content or information services, charged at a flat or timed rate, such as picture, ringtone and game downloads, and SMS messages to weather services, as well as psychic, voting and competition lines. Premium service phone numbers usually begin with 190 or an international prefix, whilst SMS numbers usually begin with 18 or 19.
(aj) Primary contact means the mobile or fixed line service number, email address or other specific contact designated by you and accepted by us to use as our primary means of contacting you in relation to your account.
(ak) Priority assistance means services offered to persons who are diagnosed with a life threatening medical condition with a high risk of rapid deterioration to a life threatening

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situation and where access to a telephone would assist to remedy the life threatening situation.

(al) Service means any and all of the digital mobile phone services, fixed line services and internet services that we provide to you including any enhanced services and also includes our customer support services. Information on our services is available on our website.

(am) Service network means the carrier of the telecommunications services sold to you by us and includes the mobile network.

(an) SIM card means the subscriber identity module card, which the network owns, but is provided to you to be placed into your mobile phone to enable you to access your mobile service.

(ao) Tax invoice date means the date you are issue with a tax invoice containing a fee or charge.

(ap) Third party content means products and information provided by third parties to you, which you can access through your service.

(aq) Third party content supplier means a party that provides third party content to you through your service.

(ar) Toll means making a voice call or SMS from your mobile service.

(as) Transfer means to port, move or swap your service number from one carrier or service provider to another as defined by the Telecommunications Numbering Plan 1997.

(at) Usage record means the record of a call or data transfer provided to us by the service network.

(au) User means someone who uses a service, which may or may not be the account holder.

(av) Username means the username created by you when you registered for a particular service.

(aw) We, our, us means Click Access Pty Ltd which enters into the agreement with you.