

ACCEPTANCE OF TERMS AND CONDITIONS

By clicking on "I ACCEPT", you ("You", "you", "Your", "your") agree to be bound by the following terms and conditions between you and NAS Communications Pty Ltd ABN 62 093 755 125 (Nascomms) its registered business names and related entities ("We", "we", "Us", "us", "Our", "our"). This agreement governs your access to and use of the services ("Services", "services") offered and supplied by Nascomms to you. It supersedes any other written or oral representations, understanding or agreements.

If you do not agree to the terms and conditions agreement, do not proceed with a registration.

We agree to supply and you agree to acquire the Services subject to these terms and conditions. By accepting the supply of the Services, You accept these terms and conditions which will continue to cover services supplied to you by us.

We reserve the right to refuse any application.

We reserve the right, at our discretion, to update or revise these terms and conditions by posting the new version on the Site at any time and without separate notice to you. You are responsible to review this agreement periodically for any changes. Your continued use of this Site or the Services provided by Nascomms after we post any changes to the website constitutes your agreement to those changes.

DEFINITIONS

"Required Equipment" Could include but is not limited to a Telephone Service of fixed line or mobile service with your preferred Carrier, A Broadband or Dial Up Internet connection and optional VOIP telephone handset or gateway connected to the Broadband service or soft phone capability, a website hosted with your preferred ISP or a free website hosted with your Internet Service provider.

"Confidential Information" means all spoken, written or electronically stored information belonging to or relating to us or Our Clients and includes without limitation:

- any kind of technical, financial or business information;
- details of employees, suppliers, contractors, Yours or ours;
- Intellectual Property, concepts, know-how and trade secrets; and
- material developed by us;

But excludes information in the public domain (other than by default under this Agreement), or information independently known to you.

"Related Entity" means an entity that is related to NAS Communications Pty Ltd ABN 62 093 755 125 in any of the ways specified in section 50 of the Corporations Act 2001. Third Party and Marketing entities employed by Nascomms in the sale and/or delivery of its products and services.

"Service" means the service requested by you in Your Application and described in the relevant Service Description and Pricing Schedule, and any related goods (which may or may not include equipment) and ancillary services provided to you by us in connection with that service.

"Supplier" means any supplier of goods or services (including interconnection services) which may be used directly or indirectly by us to supply the Service.

"Supplier Networks" means any telecommunications and data network supplied by a Supplier.

CUSTOMER OBLIGATIONS

- You will not resell or re-supply any Services without Our prior written approval or license agreement.
- You must use the Services only for the purpose of communications for which they are designed by Nascomms, and as designated on our website.
- You must maintain a positive balance at all times if you have a pre-paid account, to be able to make/receive calls.
- You must update your details as stored with us regularly. You will be liable for any use or misuse of the Services as registered with us.
- You will not use, or allow the use of the Services:
 - to infringe another person's rights;
 - to infringe Our rights;
 - In a manner which could be interpreted by others as representing You as Us;
 - in a manner that may expose Us to liability;
 - in any way that may damage any property or injure or kill any person;
 - to transmit, publish or communicate any defamatory, offensive, abusive, indecent or menacing material;
 - to make any hoax call(s), including calls to an emergency service;
 - to violate or infringe any duty or obligation owed to any person under law; and
 - to commit, or in relation to the commission of, an offence under any law of the Commonwealth or any of the States or Territories.
- You agree:
 - not to take any action that may, in our reasonable opinion, infringe our Intellectual Property Rights in any manner or form;
 - to comply with all reasonable industry policies, standards and codes.
 - You have not been granted permission to repackage, market, license, distribute, transfer, lend, rent or otherwise commercially exploit any part of the service and the methods of delivery and development, including the conversion or export into any other computer language or service;
 - to notify us immediately if you become aware of any unauthorized use by any person of the whole or any part of the Service provided to you by us under these terms and conditions;
 - You will not reverse engineer, reverse assemble or reverse compile or directly or indirectly allow or assist a third party to reverse engineer, reverse assemble or reverse compile any part of the technology, data sources and service delivery methods or otherwise attempt to discover any portion of the source code or trade secrets related to the service provided to you by us.
 - not to introduce into our system viruses, worms, trojan horses or other harmful or malicious software;
 - to indemnify us for any loss, cost or damage we incur as a result of your failure to comply with your obligations in this clause.

CONTENT & INTELLECTUAL PROPERTY

- The copyright in the material contained on this site, including the trademarks, intellectual property, design, textual material, source code scripts and navigational structure, database architecture, service API's, and scripts used to deliver our services belong to Nascomms.
- All rights are reserved.
- No material may be reproduced or redistributed on the web or offline other than is permitted with the service purchased, without our prior written permission.
- We assume no responsibility for the content or services provided by any third party sites we link to from this site.
- You acknowledge that the source code and technical delivery of our services is a proprietary product, and is subject to copyright and other Intellectual Property Rights and Patents. All rights are reserved in the title and interests in the services provided, except as otherwise specifically granted under these terms and conditions, you obtain no right, title or interest in or to the services provided or the method in which they are provided. Except as expressly permitted by law you will not decompile or reverse engineer any part of the services provided to you by us.

CONFIDENTIALITY

- Neither party will disclose to any third party without the prior written consent of the other party any Confidential Information received from the other party. This restriction does not apply to information which is or becomes generally available to the public (other than as a result of a breach of an obligation under this clause), is independently developed by the recipient or is required by law to be disclosed.
- Each party will only use the Confidential Information of the other party for the sole purpose of performing its obligations under this Agreement.
- This clause does not prevent us from disclosing the existence of this Agreement to third parties for the purposes of marketing to customers and potential customers.

You agree to keep confidential Our Confidential Information. You must not use or disclose Our Confidential Information for any purpose, other than:

- to the extent necessary to perform obligations or exercise rights under this Agreement;
- to the extent disclosure is required by law or a direction by a Regulatory Authority; or
- to professional advisors in connection with this Agreement.
- you will not use our confidential information obtained through the normal use of the service provided to you by us to reconstruct, duplicate, copy, redistribute the service to a third party.
- you will not develop or contract to develop applications using the service provided to you by us without written permission from Nascomms.
- you acknowledge that all confidential information, patents, trademarks, images, scripts, software provided to you by us remains the property of Nascomms, and is provided to you solely to supply the service covered under these terms and conditions.
- you acknowledge that no permission is given to copy, duplicate or download any content of the websites of Nascomms without written permission or by invitation issued on the website by making such a download available.

YOUR ACCOUNT AND ADDRESS DETAILS

- You must keep your account details secure. You will be held liable and must pay for any use of your account whether authorized or not if you fail to advise us of any unauthorized knowledge of your details prior to the unauthorized use.
- The account holder must be the authorised holder, or have the appropriate permission of the business and/or telephone numbers registered in the main account and sub accounts within the

system. The storing of or permitted use of the main account connection for third party information is not permitted the misuse of the main account may attract standard charges for each third party connection.

PREPAID AND INVOICED PAYMENTS

- Prepaid packages are paid in advance by credit card at the time of registration for service and are topped up from the account management to continue use of the service.
- To the extent permitted by law Prepaid accounts are not refundable once paid.
- **For prepaid services** we will email to your registered email address only (main account holder), notices of reducing account balances periodically to allow you to keep your account in credit. For example at 40%, 20% and zero balances (ranges of notification could be subject to change).
- A tax invoice showing your payment will be emailed to the main account holder for each payment made on the account.
- You agree that it is your responsibility to keep your account in credit to avoid interruption to supply of services; failure to receive email notices of reduced balances is not our responsibility. Balances are provided in account management and should be checked regularly. Failure to receive email notices of reduced balances should be reported to technical support from within the account management.
- If you fail to top up your account either by choice or by neglect and your account ceases to operate, you agree that you will take whatever steps necessary to rectify the account or remove the links from your website and electronic documents.
- Payment may be through the online payment method available in your account management interface or the Site. In some transactions services may not be available until cleared funds have been made available to our account; this timeframe is subject to bank and merchant service payment gateway conditions and is beyond the control of Nascomms. It is recommended that you consider this time delay when deciding on your method of payment.

- If we are for any other reason unable to debit Charges to your credit card, your service may be interrupted until the matter is resolved.

- If you do not have a credit card you may contact our administration office to discuss alternative payment solutions.

- **For Invoiced Services** - Where accounts have been setup to be invoiced (in advance), we will email all Invoices to Your nominated email address (main account holder) at a time in accordance with the agreement in place, or at a balance of 20% of the invoiced level, whichever comes first.
- You agree that the records of call details are conclusive evidence of your use of the Services and your liability to pay for the Services according to the package selected included/including Call and Service charges to us. You are responsible for all usage on your account and all the relevant costs relating to the provision of services to you.
- You may view your call logs and reports by accessing your account with the user name and password log in provided, by visiting Our website at www.nascomms.com
- Where it is agreed to invoice for services you must pay every invoice by its due date or before a zero balance is reached without any set-off, counter-claim or deduction. Failure to pay by the due date, may affect the discounted value if applied, or at a zero balance may lead to the disruption of the services provided.
- You agree that if any debit to Your nominated bank account or credit card is dishonoured, You will pay Our principal bank's dishonour for each and every dishonoured transaction, a 10% service charge and any outstanding amounts immediately
- Any payment disputes must be made known to us within 7 Days of receipt of the invoice by contacting us by email admin@nascomms.com or from the ClickCalling links to Administration on the Site.

SERVICE FEES AND CHARGES

- All prices include GST unless otherwise indicated.
- The Service fees and charges are as set out on the website.
- If no fees are set out for the relevant service a specialised or development service charge may apply.
- Standard fees and charges are subject to change without notice. Where standard charges apply to services, the rates will be published on our website.
- Contracted, Specialised or Development Services are charged according to the agreement in place or at a quoted hourly rate prior to commencement of work and supply of services.

WARRANTIES

We will use all reasonable endeavours to provide the services in accordance with any relevant industry standards and acceptable service levels.

We offer no warranties, guarantees or representations:

- That the services are or will be free of errors, defects or interruptions, or that it will be available at all times
- Fitness for purpose, title and non-infringement, except for any implied condition or warranty, the exclusion of which would contravene any statute or cause this clause to be void.
- About the accuracy, reliability or timeliness or otherwise, of the quality or availability of the services; or
- About the quality or availability of the telephone service and broadband services used by you, that is not provided by us.

INDEMNITY AND LIMITATION OF LIABILITY

You agree to indemnify, defend and hold harmless us and our employees, officers, agents, and directors against any and all losses, costs, expenses and damages, including but not limited to attorneys' fees, resulting from your own negligence or malpractice, or reckless or intentional misconduct, or failure to perform your obligations and responsibilities covered under these terms and conditions.

We will not be liable for any of the following whether caused through our own negligence, or the negligence of our employees, agents or independent contractors, or through any other cause:

- Errors in the information you provide;
- Errors or omissions in the site, or linked sites;
- Delays to, interruptions of or cessation of the services;
- Any circumstances affecting our performance or provision of the services which are caused by factors beyond our reasonable control.

We will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you using or acquiring, or your inability to use or acquire any services.

We will not be liable where we are prevented, hindered or delayed from providing the services for whatever reason.

Where any act of parliament implies in this agreement any condition or warranty, our liability for any breach of such condition, or warranty shall be limited, at our option, to either:

- The supplying of the standard services again; or
- The payment of the cost of having the standard services supplied again.

RELIANCE ON OTHER NETWORKS

You acknowledge and agree that:

- the Service may rely upon the operation of Supplier Networks operated by other Carriers and services provided by other Carriage Service Providers (such as Your internet service).
- We are unable to guarantee the operation of and the use of the service through Supplier Networks or other carriers and carriage service provider's services.
- any failure of a Service caused by another network or service is beyond Our control, and We will not be responsible, or liable to You, for such failures.

ACCESS TO EMERGENCY SERVICES

You acknowledge and agree that the Services are not the same as a Standard Telephone and cannot be used to access emergency 000 calls. We are under no liability whatsoever if you are unable to access Emergency services from the service at anytime.

FAULT REPORTING

- We will provide a fault reporting service from our website within your account management.
- To report a fault, please use the support contact within your account management or;
- email us at techsupport@nascomms.com and include your name, account details and the fault details.
- You agree to provide all necessary assistance to enable us to locate and repair a reported fault.
- We are responsible for correcting faults that are present in Our Network, but not for:
 - any fault which is within a Supplier Network of an interconnected Supplier, although We will notify that Supplier of the fault and request that it be corrected promptly; or
 - any fault which is caused by Your equipment, Your internet service provider or the Premises, but will, where possible, advise You of that fault and its probable cause and location.
 - any fault which is caused by misrepresentation or alteration by you or your developers or service provider of the code script provided by us for the supply of your Service.
 - any fault which is caused by the replacement with or without authority of the images which form part of the script provided by us for the supply of your Service.
 - any fault caused by your attempt to access our service with developments that have not been provided to you by us.

MAINTENANCE

You acknowledge and agree that We:

- may from time to time conduct maintenance on and of the network and infrastructure through which the Services are provided;
- will try to conduct such maintenance outside Business Hours, but it may not always be possible for Us to do so;
- will not be responsible for rectifying any fault in the Service where that fault arises in or is caused by another Suppliers network or Your own equipment or programming.

TERMINATION

We may terminate or suspend supply of services under this terms and agreement immediately without prior notice to you if:

- You are in breach of any term of this Agreement and the breach is not remedied within 7 days of the receipt of written notice from Us; or
- We consider the breach of these terms and conditions are an infringement of our rights as set out in these terms and agreements, or under the law.
- We are required by law to do so.

- If you terminate your invoiced service, you will remain liable for all charges and all other amounts that are outstanding, and any other amounts that are incurred under this Agreement for whatever reason.
- If you terminate your prepaid service, you acknowledge that no refund is available for any unused balance on prepaid accounts.
- Prepaid accounts are not transferable.

GENERAL

- You must not assign your interests under this Agreement without Our prior written consent.
- We may assign or subcontract some or all of our rights and obligations under the Agreement from time to time, without separate notification to you.
- We will not be deemed to have waived any of our rights under this agreement unless such waiver is in writing, signed by us.
- This document contains the entire terms and conditions of agreement between the parties and supersedes all previous negotiations or agreements in relation to the Work/Services. Neither this Agreement nor any term in it may be amended, assigned, waived, discharged or terminated except by our consent.
- These terms and conditions shall be governed construed and interpreted in accordance with the laws of Queensland, Australia.

- If any provision of this Agreement is ruled by a court to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision or part provision of this Agreement.