



# TERMS AND CONDITIONS

ECN Pty Ltd (ACN: ACN 082 665 905) trading as Newfone ("Newfone"), will supply telecommunication and Internet services ("Services") on the following terms and conditions.

Newfone is guided by and operates by the terms and conditions of the Australian Telecommunications Act 1997. Newfone is committed to customer satisfaction at all stages of the relationship and all parties involved in the delivery of services.

## 1. SERVICES

- a. Services will be supplied to you through network operators ("Carriers") nominated by us and you agree that we may change Carriers at any time without reference to you. You hereby authorise us to notify any relevant Carrier to effect any such change.
- b. We do not warrant that we will be able to supply the Services and you acknowledge that we will only be able to supply the Services to the extent and to the standard that Carriers provide Services to us. We will not be liable for any failure to supply you with all or any part of the Services and you acknowledge that if the agreement between us and a Carrier is terminated and a Carrier agrees to arrange supply of Services to you, the Carrier may not be able to make those arrangements immediately and if any are made they will be on the Carrier's current retail terms and conditions.
- c. Service and Equipment charges ("Line rental") together with Local calls will be charged to you by us monthly, and uplifted from you current carrier within 30 days of acceptance of your application for services.
- d. If you transfer services to us from another supplier, you must immediately pay amounts owing to that supplier and you authorise us to instruct that supplier on how to transfer the services.
- e. The introducing agent will be paid a commission. All commissions are paid by Newfone and are not additionally charged to the customer. The commission structure is such that the costs of full time operations are reduced to ensure lower costs of operations and hence lower charges for clients. The introducing agent is not responsible for delivery of any services or assurances to the customer.

## 2. CHARGES AND PAYMENT TERMS

- a. You will pay our current charges (including charges of any other suppliers to us) from time to time for the Services we provide to you and our invoices must be paid by the due date specified on your account.
- b. If we transfer the Services to another supplier, you must pay us all our charges up to the date of transfer.
- c. We may pay to agents/dealers stated in your application (or any other person) a commission.
- d. If you do not pay your account by the due date then we will charge up to \$8.00 plus GST on your next account and may suspend all or part of your services pending payment of all outstanding amounts including interest and to adjust the prices you pay for the Services.
- e. You will be liable for all reasonable collection costs (including legal fees) we incur to collect the amount outstanding.
- f. The carrier may be entitled to claim payment from you of any amount under our contract unpaid by the due date on the same terms and conditions we can claim payment from you.

## 3. AMENDMENTS TO TERMS AND CONDITIONS

We may vary, alter, replace or revoke any of these terms and conditions effective 14 days after written notice to you.

## 4. CREDIT CHECK

- a. You undertake that you have provided us/the agent with all information that may be relevant to our assessment of your credit rating. You agree that, for the purpose of assessing your credit rating, we may obtain a credit report from a Credit Reporting Agency, which contains personal information about you, and seek information about your credit history from any credit provider named in such report or your application.
- b. You agree that Newfone may exchange information with those credit providers named in a consumer report issued by a credit reporting agency for the following purposes; to assess an application by me/us for credit; to notify other credit providers of a default by me/us; to assess your credit worthiness. You understand that the information exchanged can include anything about your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988. Newfone may give information about you to a credit-reporting agency, this information is limited to:
- c. The fact that Newfone is a current credit provider to you.
- d. invoice payments which are overdue by more than 60 days, and for which debt collection action has started.

## 5. LIABILITY

- a. We exclude all statutory and tortious liability to you and any conditions or warranties implied by law or statute, and liability for all direct, economic, consequential or indirect losses, expenses, damages and costs incurred by you arising out of or relating to the Services or any failure to supply or delay in supplying the Services, except where to do so would contravene a statute or cause any part of this clause to be void.
- b. Our liability to you for breach of any condition or warranty is limited at our option to re-supplying the Services or refunding the price of the Services, and you acknowledge that the liability of any Carrier to you in relation to the Services is governed by the terms and conditions on which that Carrier from time to time supplies that service to its own retail customers.

## 6. YOUR RESPONSIBILITIES

- a. You warrant that all information on your application is true and correct.
- b. You must: I. Comply with all laws and guidelines concerning your use of the service; II. Notify us immediately of any change to your details.
- c. You must not: I. Breach any person's rights or otherwise cause us or a carrier loss, liability or expense; II. Use the service for any improper, immoral, unauthorised or unlawful purpose or let anyone else use the service for that purpose

## 7. COMMENCEMENTS AND TERMINATION

This agreement commences when you give your verbal authorisation or by signed Application for Service form and may be terminated by you on 30 days written notice. We may terminate this agreement immediately if you have breached this agreement. You cannot assign your rights under this agreement without our consent, but we can assign our right without your consent.

## 8. INFORMATION

You agree to provide us with all information that we may request from you in connection with supplying the Services to you and consent to us exchanging information about you with any Carrier. You agree to keep confidential all information supplied by us and except as required by law or this agreement we will keep confidential all information supplied by you.

## 9. WARRANTY OF AUTHORITY

Any person signing this agreement on behalf of another warrants that they have full power and authority to bind the other person in respect of this agreement.

## 10. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of Queensland and the parties hereby submit to the jurisdiction of the courts of that State.

## 11. MEANING OF EXPRESSIONS

Words not defined in these terms and conditions have the same meaning as in the Telecommunications Act 1997.