

Supplementary Terms and Conditions for Faxing Services

Mytel's Standard form of Agreement (SFOA) describes the general terms and conditions under which Mytel offer you, the customer, goods and services. The definitions supplied in the SFOA apply to this document.

The Mytel Faxing Service is offered to you in accordance with the SFOA and the supplementary terms and conditions as stated in this document. Your request of the Mytel Faxing Service constitutes acceptance of both the SFOA and supplementary terms and conditions in this document and other supplementary terms and conditions where applicable.

The following Terms and Conditions form an Addendum to the SFOA and are specific to the Mytel Faxing Service.

1. Service Availability:

- 1.1 We do not guarantee that our products will:
 - a) Operate continuously;
 - b) Be fault free; or
 - c) Operate at their theoretical maximum quality or capacity
- 1.2 But we will:
 - a) Use reasonable endeavours to supply them to a fair and reasonable standard; and
 - b) Honour any service level guarantees that we publish.

2. Reporting faults and requesting support

- 1.1 You are responsible for making a note of our help desk phone number in case you cannot access it online.
- 1.2 If there is a fault with your faxing service, you may report it to our technical support team during business hours on the phone number published on our web site, or by email in accordance with any instructions on our web site.
- 1.3 If you need support for your faxing service, you may request assistance from our support team on the phone number published on our website during our support hours of operation, or by email in accordance with any instructions on our website.
- 1.4 You must wait a reasonable period before calling our support team, to ensure that a fault is not transient or self-correcting.
- 1.5 You must make reasonable efforts to solve your own support problems before calling our support team.
- 1.6 You must treat our support staff courteously.

3. Limited Liability

- 1.1 Some laws – particularly the *Trade Practices Act 1974* – may give you rights and remedies that cannot be changed or excluded by these terms. These terms are subject to those laws, and must be read and understood subject to them.
- 1.2 Nothing in these terms excludes, restricts or modifies any condition, warranty, right or remedy implied or imposed by any law if it cannot lawfully be excluded, restricted or modified.
- 1.3 If we supply you with products that are of a kind ordinarily acquired for domestic, personal or household use, you have certain rights under the *Trade Practices Act 1974* that these terms cannot change or exclude. But in any case where we are allowed to limit it, our liability for such breaches is limited, at our choice to:
 - a) in the case of services:
 1. supplying the services again, or
 2. paying for the cost of supplying the services again.
- 1.4 Subject to clauses 3a, 3b and 3c and to the extent permitted by law:
 - a) we are not liable for any indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss of anticipated savings that you incur or suffer in any way, whether:
 1. we caused it by our negligence; or
 2. we knew or should have known of the possibility of such loss or damage; and
 3. our maximum aggregate liability, whether for breach of these terms or in negligence or in any other tort or for any other common law or statutory cause of

action or otherwise is the amount you paid to us for products during the month period immediately before the time your cause of action arose (but this does not apply in the case of a claim that we have caused injury to or the death of any person).

4. Other indemnities

Subject to clause 3, you must indemnify us and any associated wholesaler against any loss, Liability or expense that arises from:

- 1.1 a breach by you of these terms
- 1.2 a breach by you of a contract between you and Mytel
- 1.3 a breach of any terms of any warranty;
- 1.4 your use of any item of hardware, firmware, software that interferes with your ability to properly access the service, regardless if the item was supplied or recommended by us;
- 1.5 any alleged breach of a person's rights or defamation of a person involving use of the service.

5. Security of your PIN

You must ensure the confidentiality of your login details, including any passwords and other personal details. You are responsible for all uses of your account, whether or not actually or expressly authorized by you. You will be responsible for any loss or liability that may occur (either to us or you) as a result of your disclosure of your host PIN to a third party.

6. Responsibility for content

Users alone are responsible for the contents of the messages they communicate when using our services, and for the consequences of any such messages. You agree that you will not use our services to engage in illegal activities. You further agree not to use our services to send any message or material that is unlawful or gives rise to civil liability.

7. Restriction of Access to service

We do not sell products or services for children. If you are under 18, You may use our Services only with involvement of a parent or guardian. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at our sole discretion.

8. Spamming

Anti-spamming legislation exists in Australia. It is Your responsibility to ensure that You are not in breach of any spam laws. If we believe that you are in breach of any SPAM laws, We reserve the right to terminate Your access to all Mytel services.

9. Scheduling of Fax Transmissions

We take all reasonable measures to ensure that Your fax broadcast will start at the allotted time. We cannot guarantee that Your faxes will be sent in the expected and allotted timeframe.

10. Success Rate

We do not guarantee the success rate for the faxes that You send.

11. Terminating Fax Broadcasting Session

We may terminate a fax broadcasting session for any reason, including but not limited to poor success rate.

12. Technical Specifications

All files uploaded to the fax portal must meet specifications. Numbers must be uploaded in a .csv file format, with a leading zero and in 8 digit format for Australian numbers.

All faxes need to be loaded in .pdf format only. We do not accept TIFF or Word documents, or any other document type. Best results are achieved if your pdf file is in black and white, not grayscale.

International Faxes are not supported without prior authorization and rate quotation. International fax numbers need to be in the format 0011 + country code + fax number.

13. Billing Reports

A report is generated at the end of each day, and billing totals added to your account. All bills and invoices generated are final, and payable on the due date.