

General Voice

TERMS & CONDITIONS

Terms and Conditions of Use

1. TERMS OF SERVICE

1.1. These terms of service constitute the agreement between DVE Cloud Pty Ltd (we or us) and the end user (you, your or customer). By activating or using any of the services, you represent that you are authorised to enter into this agreement and that you have read and understood the terms and conditions of this agreement.

1.2. Additional terms may apply to your use of some of our services. If so, we will tell you what those terms are. If there is any conflict between these terms and any additional terms, the additional terms will prevail.

2. OUR SERVICES

2.1. We are not obliged to provide services unless we accept your application. We can decide whether or not to accept any application.

2.2. You understand that the VoIP service is not a traditional phone service and is provided on a best efforts basis. We will use all reasonable endeavours to make our services available to you at all times, however things beyond our control such as power outages or the performance of your IP connection to our service may disrupt the service we provide.

2.3. You accept that our services are not required to support emergency calls.

2.4. Unless otherwise agreed, we do not provide or support your internet connection. You accept that DVE Cloud might not be compatible with non-voice communications equipment for example alarms, fax machines, Foxtel and St John Alarms.

2.5. DVE Cloud Managed Voice Services require a Business Grade internet network connection and a stable network environment.

3. CHARGES AND PAYMENT

3.1. To use our payable services you must have a credit balance on your account and agree to use the provided Bank Account details or Credit Card deposit facilities to deposit a credit balance onto your account and this can be done online through your Portal or by depositing money into our bank account.

3.2. We reserve the right to change our rates from time to time and if we increase any rates we will give you as much notice as reasonably possible.

3.3. You are responsible for your account and must pay our charges regardless of whether you or someone else uses those services.

3.4. If you wish to raise a billing dispute you must notify us in email within 30 days of your account being debited or you will be deemed to have waived your right to a refund.

3.5. No refunds will be provided for any unused credit balances. A credit balance for an account that has been inactive for 6 months will be lost.

3.6. As DVE Cloud services are a service and not a product, we do not have a Returns Policy.

3.7. For post-paid accounts, if the balance is 14 days or more overdue, we reserve the right to suspend your account until we receive payment.

3.8. In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.

4. USING OUR SERVICES

4.1. You must not use our services (or permit our services to be used) in a way that: breaks any laws or infringes anyone's rights or in a way which is malicious, obscene or offensive.

4.2. You agree to provide us with accurate and correct information so we can provide you with the necessary services or contact you if required from time to time.

4.3. We can suspend or restrict the services we provide you at any time if:

i) you resell any of our services;

ii) you do not use the service sensibly and within our reasonable use guidelines set out in 4.4 below;

iii) we believe that you have breached any of our terms and conditions.

4.4. Unlimited local and worldwide minutes on DVE Cloud plans are available on the basis of reasonable use. If you use the service in a way that is inconsistent with the normal use for your service or plan we may:

i) monitor and investigate your usage; and

ii) suspend and/or withdraw the Service; or

iii) charge our standard per minute rate for additional calls

4.4 You must keep secure any password or PIN number which is used by you to access our services and ensure that it is not disclosed to any unauthorised person. You must also change your password or PIN number if we ask you to do so.

4.5 Access to DVE Cloud portals and infrastructure requires either a Static IP Address or Two Factor Authentication.

4.6. If your service is cancelled, terminated or reallocated you will relinquish and discontinue use of any numbers, voicemail access numbers and/or web portals assigned to you by Cloud Kinnekt.

5. PHONE NUMBERS

5.1. Any phone number that we allocate to you does not become your property and does not constitute any transfer of property rights.

5.2. If we need to change your number we will send you notification by email and give you as much notice as possible.

5.3. We can withdraw or terminate any number at any time without liability.

5.4. You may be able to port your DVE Cloud number to another service provider, however not all single numbers are portable. If you wish to do so you must contact the other service provider directly and you will be responsible for completing the Porting

requirements of that service provider. We will comply with our obligations under the Terms for Local and Mobile Number Portability in relation to the porting of your number. You will be responsible for all costs associated with porting the number.

5.5. If your account is inactive for more than 6 months or disconnected and you have not ported the associated phone number(s), we may at our sole discretion reallocate the number(s) associated with your account.

6. NUMBER PORTING

6.1. When you port a number the line the number is associated with will be cancelled* as part of the porting process and you will no longer receive an invoice from your current provider for this line. *Some broadband services require you to have a phone line for service - please check your service requirements before choosing which numbers to port and please ensure you have read our porting guide before proceeding.

6.2. You accept that DVE Cloud takes no responsibility if any of my other telecommunications services are disconnected as a result of my number port request. This includes internet services and linked numbers.

6.3. You accept there are charges payable for submitting a number port request.

6.4. We are not responsible for any charges incurred from the losing provider during or after the number port has been completed.

7. TERMS

7.1. We can terminate this agreement, or the provision of any service to you, immediately if you breach any term of this agreement or if we reasonably believe that you have supplied incorrect or misleading information to us.

7.2. If this agreement is terminated for any breach or misuse of the service, you are not entitled to a refund for any credit balances on your account, unless agreed otherwise.

7.3. In order to terminate your service, you must email us at the following address support@dvecloud.com.au. Termination will not take effect until the end of your current prepaid month.

8. LIABILITY

8.1. We exclude all of our liability to you in connection with us providing services to you or failing to provide services to you. Without limiting this, we are not liable to you (and nor are any of our officers, employees, contractors or agents liable to you):

- i) if any communication is intercepted, not properly transmitted or received;
- ii) for any disruptions or delays with the use of our services;
- iii) for any incompatibility with other services;
- iv) if any software we supply does not operate properly; and
- v) for any incorrectly configured equipment, equipment failures or network failures.

8.2. We are not liable to you for any fault in, delay or non-provision of services which is caused by an event beyond our reasonable control.

8.3. If you use another service provider during any period when our service is not fully operational, we are not liable to pay any amount you are charged by that service provider.

8.4. You acknowledge that no third party whose network or services we use to supply services to you (nor any officer, employee, contractor or agent of such third party) is in any way liable to you in connection with our services.

8.5. Nothing in this clause limits any rights you have under the Consumer Guarantees Act.

8.6. We exclude all of our liability for fraudulent calls made on your account.

9. PRIVACY

9.1. We will collect personal information from customers to provide and provision services, including but not limited to name, physical address, email address, contact phone number and credit card information.

9.2. Any personal information we collect is kept at our offices. You are entitled to see any information we hold about you, although you must pay our reasonable charge for making it available.

9.3. Except where we provide private encrypted links, when transmitting voice and other communications via the public internet and third party networks we are not liable for any lack of privacy with the service.

10. CHANGING THESE TERMS

10.1. We can change these terms from time to time by giving you as much notice as reasonably possible. We will inform you of any change to our terms by emailing you and by providing relevant information on our website.

11. NOTICES

11.1. DVE Cloud will communicate with you primarily via email. Notices to you will be sent to the email address specified by you during sign up for service or as subsequently specified by you as your contact email address. We may also obtain personal information from your use of our services.

11.2. If your contact email address changes you must advise us of the new details as soon as possible.

11.3 You agree that sending a message to your contact email address is the agreed means of providing notification. Notifications include information about the service, billing, changes to services and other information. You are required to read any email sent to your contact email address in a timely manner to avoid any potential disruption to your service.

12. OTHER MATTERS

12.1. You must not assign your rights under this agreement. We can transfer our rights and obligations under this agreement to anyone else. We will notify you if we do so.

12.2. A delay in exercising any right is not a waiver of that right. A failure to exercise a right on any occasion does not prevent any subsequent exercise of that right.
