

AccessComm Terms and Conditions



a Unit 1, 82-86 Minnie Street,
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p 1300 107 546

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www www.accesscomm.com.au

abn 19 162 289 410

These Terms and Conditions ("Terms") shall constitute an Agreement ("Agreement") between AccessComm Pty Ltd ("AccessComm, we or us") and you ("you or your") as a user of certain services and/or Equipment ("Equipment") supplied by us.

The Equipment to which this Agreement and these Terms apply includes the following specific items as well as any and all other items of Equipment provided by us:

1. CapTel Handset 800i
2. CapTel Handset 840i

Equipment Use

The standard costs for the supply of the Equipment are:

- a. An initial refundable Bond ("Bond") of \$50 prior to being supplied with the Equipment; and
- b. An annual rental fee of \$55 per annum (including GST).

We have the ability to waive the Bond, the annual fee or both, either for promotional purposes or should our representatives consider it appropriate in the circumstances.

Any Equipment installed for your use is your responsibility. You agree however, that we will retain ownership of the Equipment at all times.

If the Equipment is defective, not in accordance with any description given to you by us, not reasonably fit for purpose or it develops a fault not caused by misuse, you will be able to return it for repair or, at our election, replacement.

You should call us as soon as possible if any of the circumstances above apply to you to make sure that you are able to exercise any rights you have.

We may take one or more of the following actions:

- Terminate the Agreement at any time and require you to return the Equipment to us at your expense;
- Direct you to perform certain functions or updates to ensure the usability of the Equipment; or
- Charge you full replacement cost for any Equipment that is damaged in excess of that we deem to be beyond fair wear and tear.

If you advise that the phone, which is still in working order, is no longer required, the Agreement will be regarded as terminated and your Bond, if any has been paid, will be returned to you.

Should it come to our attention that the phone has not been used for the purpose for which it was installed for a period of 3 months, we reserve the right to require the phone to be returned to us.

Liability

We are not responsible for the delivery of any service, including captioned telephone service, or the like, via the Equipment. You hereby release us and forever hold us harmless in relation to any form of loss or damage you may suffer in relation to or arising in any way out of such telephone services.

Unless specifically stated otherwise, we have no liability other than the duty to exercise the reasonable skill and care of a competent telecommunications handset retailer. We do not accept liability for indirect or consequential loss, or any loss of profits, business, costs, expenses or any other form of economic loss or personal injury.

You agree we have no responsibility for the deletion, loss or corruption of any content or data or anything else transmitted or maintained by the Equipment.

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Nothing in this agreement excludes or restricts the liability of either you or us for:

- death or personal injury resulting from negligence; or
- fraud or fraudulent misrepresentation.

If we are found to be liable to you, our liability will not exceed \$1,000 (except in either case under the paragraphs immediately above or below).

Nothing in this Agreement will exclude or restrict the liability of either you or us or any liability that cannot be excluded or restricted by law.

Each of these paragraphs operates separately. If any of them is found by a Court to be unreasonable or unlawful, the other parts will still apply.

If either of us cannot do what we have promised because of something beyond our reasonable control (such as lightning, floods, exceptionally severe weather, fire, explosions, epidemics, war, civil disobedience, industrial disputes, acts of terrorism, acts or omissions of others for whom we are not responsible (including other telecommunication providers) acts of local, State or Federal Government or other competent authorities), neither of us will be liable.

Assignment

You cannot assign or transfer any of your rights under this Agreement to anyone else unless we agree in writing.

Changes to the Agreement

We can make reasonable changes to this Agreement at any time. All changes will be posted on our website (www.accesscomm.com.au). You agree to regularly check for updates.

How we use your information

You authorise us to use and disclose, in Australia, information about you, your use of the Equipment, including but not limited to, phone numbers and/or email addresses, call data and other communications ("Communications") made and received by you and the date, duration or time of such Communications, how you conduct your account and the location of the Equipment, for the purposes of operating your account and providing you with the Equipment and any associated services. Further, in some circumstances we may provide information in relation to you and your use of the Equipment, to the National Relay Service ("NRS") Operator for the purposes of assisting with the continued integrity of the operation of the NRS.

Please note that at no time will we ever sell or otherwise provide your personal information to external parties for marketing or promotional purposes.

We may however, pass information about the location of your Equipment to emergency services.

Acknowledgment

I have read, understood and agree to be bound by the above terms and conditions.

NAME:

SIGNATURE:

DATE:

EMAIL:

Internal Use Only

Bond waived - Yes No

Annual fee waived - Yes No