Express Virtual Meetings

Standard Form of Agreement

1. About this document ... 3
2. Your supplier and our web site ... 3
3. Understanding this document ... 3
4. Getting a copy of these terms ... 3
5. What transactions do these terms apply to ? ... 3
6. Contracts ... 3
7. Commencement ... 4
8. Our charges ... 5
9. Changes to these terms or product terms ... 6
10. Change rules ... 6
11. Disputing charges ... 7
12. When can we bill you ? ... 7
13. Late billing ... 7
14. When are charges payable ? ... 7
15. GST ... 8
16. Payment methods ... 8
17. Credit cards ... 8
18. Direct debit facilities ... 9
19. Advance credit arrangements ... 9
20. How can we give you a notice ? ... 9
21. How can you give us a notice ? ... 10
22. What quality of service will we provide ? ... 10
23. How do you report faults and request support ? ... 10
24. What are our complaints procedures ? ... 11
25. Can we obtain a credit report about you ? ... 11
26. Other matters ... 12
27. When may we terminate a contract, or suspend or ration supply ? ... 12
28. What if a product has service requirements ? ... 13

29. What equipment will you need, and will we supply it ? ... 13
30. Minimum terms ... 14
31. What if other circumstances hinder you from using a product ? ... 14
32. What happens if a contract ends or is terminated ? ... 14
33. What if something happens beyond our control ? ... 15
34. Limited liability ... 15
35. Other indemnities ... 16
36. Can you transfer your interest in your contracts with us ? ... 16
37. Can we transfer our interest in your contracts with us ? ... 16
38. Dictionary ... 16
39. Other rules of interpretation ... 18
40. What law applies to these terms ? ... 19
41. Legal disputes ... 19
42. Security of your PIN ... 19
43. Responsibility for content ... 19

1. About this document

This is a standard form of agreement for the purposes of section 479 of the Telecommunications Act 1997.

2. Your supplier and our web site

2.1. Your supplier is Express Virtual Meetings ACN 602 372 252.

2.2. 'Our web site' means the web site at www.expressvirtualmeetings.com.sg

3. Understanding this document

In this document:

3.1. 'these terms' means this document (as in force at the time);

3.2. 'product' means goods or services covered by section 479 of the *Telecommunications Act 1997*;

3.3. 'you' means anyone we supply with a product;

3.4. other expressions have the meaning given to them by the dictionary in clause 39.

4. Getting a copy of these terms

The official copy of these terms is the one currently published on our web site at any time. It is the binding, current version of them. You can always download a current copy from our web site at no charge.

5. What transactions do these terms apply to?

5.1. These terms apply by virtue of section 479 of the *Telecommunications Act 1997* whenever we supply a product to you, except if we have agreed to other terms.

5.2. Even if we have agreed to other terms, these terms continue to apply to the extent that they do not conflict with the other terms.

6. Consumer Contracts Code

6.1. The Consumer Contracts Code gives special rights to Consumers. These terms reflect those rights.

6.2. Where these terms set out a provision headed 'Consumer Contracts' it only applies to you if you are a consumer.

6.3. A consumer means:

6.3.1. a person who acquires a product for the primary purpose of personal or domestic use; or

6.3.2. a business or not for profit organisation (including a body corporate, sole trader, partnership, trust or registered charity) which at the time it enters into the contract:

6.3.2.1. does not have a genuine and reasonable opportunity to negotiate the terms of the contract; and

6.3.2.2. has or will have an annual spend with us which is, or is estimated on reasonable grounds by us to be, no greater than $20,000 (calculated in accordance with the Consumer Contracts Code),

but excludes any person or entity acquiring a product for the purposes of resale.

7. Contracts

7.1. When we supply a product to you, the 'contract' that applies consists of these terms plus any product terms. Product terms override these terms if they are inconsistent.

Consumer Contracts: re clause 7.1 – If any product terms are contrary to the Consumer Contracts Code, it must be read down so that those terms comply with the Consumer Contracts Code.

7.2. Each product we supply to you is subject to its own separate contract.

7.3. The terms indicated by clause 7.1 are the entire contract between us. No other promise, representation, condition, term or provision forms part of it, except for any that are implied by law and cannot lawfully be excluded.

8. Commencement

8.1. These terms come into force at midnight on 28 November 2006.

8.2. They remain in force until we vary them. After that, subject to clause 10, the terms as varied are in force.

8.3. Even if these terms have been varied, the following things are not affected:

8.3.1. rights that arose from an earlier breach of these terms;

8.3.2. our right to be paid for any products already supplied; and

8.3.3. our rights under any indemnity we are entitled to under these terms.

8.4. Any contracts that arose under our earlier standard form of agreement that came into force on midnight on 15 February 2005 continue under that standard form of agreement until they end. Any new contracts are made under these terms.

9. Our charges

9.1. Charges for our products are published on our web site.

9.2. Charges may change on short notice for a number of reasons, e.g. changes to wholesaler pricing.

9.3. We may update our web site at any time to reflect changes to charges.

9.4. Subject to clause 9.6, new charges apply as soon as we update our web site. They have no retrospective effect.

Consumer Contracts: re clause 9.4 – If you are a consumer on a fixed term contract, new charges do not take effect unless clauses 9.7, 9.8, 9.9 or 9.10 apply to them or we have:

9.4.1. given you a notice in writing at least 21 days earlier; and

9.4.2. offered you, in that notice, the right to terminate the contract within 42 days of our notice without incurring fees or charges other than:

9.4.2.1. usage or network access charges incurred up to the date on which the contract ends; and

9.4.2.2. any outstanding amounts that cover installation costs or equipment (where such equipment can be used in connection with services provided by other suppliers).

This does not apply to changes in charges for international telephone calls (which can vary at any time) or charges which are a tax imposed by law (which we can impose or vary at any time).

9.5. You are responsible for checking our web site to ensure that you are aware of current charges.

9.6. If you are on a fixed term contract that states that charges are fixed, we will not change your charges during the minimum term.

9.7. We may introduce or change a charge for a matter ancillary to the supply of a product (e.g. A billing fee, late payment fee or credit card transaction fee).

Consumer Contracts: re clause 9.7 – We will only do so if we have offered you a reasonable alternative at no additional charge or given you the right to terminate the contract without incurring charges other than usage or network access charges incurred up to the date of termination.

9.8. We may change immediately charges for a content service or premium service provided by another supplier if the change is the result of an increase in price from that supplier.

Consumer Contracts: re clause 9.8 – We will give you:

9.8.1. within a reasonable period, reasonable notice of any increase (if you have used that service within the previous 6 months); and

9.8.2. the right to elect not to use that service without attracting any additional charges.

9.9. Where a product is acquired from another supplier and resold to you, we can pass on any price increase in the charges we pay to the other supplier.

Consumer Contracts: re clause 9.9 – price increases under this clause do not take effect unless and until we have followed the same procedure as in clauses 9.4.1 and 9.4.2.

9.10. We may make changes to the characteristics, including charges, of products provided under a contract, if the changes are likely to benefit you or have a neutral or minor detrimental impact on you.

Consumer Contracts: re clause 9.10 – Where your contract has a minimum term and you demonstrate to us that a change under this clause has more than a minor detrimental impact on you, we will offer you the right to terminate the contract without incurring charges other than:

9.10.1. usage or network access charges incurred up to the date on which the contract ends; and

9.10.2. any outstanding amounts that cover installation costs or equipment (where such equipment can be used in connection with services provided by other suppliers).

10. Changes to these terms or product terms

10.1. We can amend or replace these terms or any product terms by publishing the new version on our web site.

10.2. A new version:

10.2.1. applies to all contracts that are made after it is published, but

10.2.2. it does not apply to or affect any contract that was made before it was published unless we have complied with the Change Rules or the Change Rules otherwise permit.

11. Change rules

11.1. The 'Change Rules' means the Telecommunications (Standard Form of Agreement Information) Determination 2006: Section 11 (where it applies).

Consumer Contracts**:** re clause 11.1 – The Change Rules also include the Consumer Contracts Code: Sections 6.2(j), 6.3(n), 6.3(o), 6.3(p), 6.3(q), 6.3(r), 6.3(s) and 6.3(t) (where they apply).

11.2. If a Change Rule ceases to be in force, it is no longer a Change Rule.

11.3. If a Change Rule is amended or replaced, the amended or replacement version applies instead of the original one.

12. Disputing charges

If you genuinely dispute our charges, you do not have to pay any disputed portion while we are investigating the dispute, but:

12.1. you must still pay any undisputed portion; and

12.2. if it is determined that some or all of the disputed portion is payable, you must pay that amount within 5 days.

13. When can we bill you?

13.1. We can bill you whenever we have supplied you with a product.

13.2. We normally bill monthly, but reserve the right to do otherwise.

13.3. Your 'billing date' is the date on which our bill to you is normally generated. If you do not know your billing date, we will tell you on request.

13.4. We may bill you as follows:

13.4.1. by posting a conventional paper bill;

13.4.2. by emailing you a statement of your bill;

13.4.3. by emailing you a hyperlink to a web page containing your bill; or

13.4.4. by giving you standing access to a web page containing your bills as they are issued.

14. Late billing

14.1. We may late bill.

14.2. Our policy about late billing is that we shall only do so up to 190 days in arrears.

15. When are charges payable?

15.1. Unless our web site states otherwise for a product or we agree in writing otherwise:

15.1.1. if we specify that a charge is payable in advance, it is payable immediately;

15.1.2. if we specify that a charge is payable in installments that relate to periods, each installment is due 5 days before the period it relates to;

15.1.3. in any other case, a charge is payable within 14 days after we bill you for it, unless any other money you owe us is overdue. In that case, a charge is payable as soon as we bill you for it.

15.2. Notwithstanding clause 15.1, we may require pre-payment from you in certain circumstances (e.g. because of a credit report) in which case:

15.2.1. you must provide us with recourse to a satisfactory valid credit card issued by an issuer we accept; and

15.2.2. we may charge to that credit card a reasonable amount as pre-payment.

15.3. If a charge has been billed, and we have recourse to your credit card, a direct debit facility or an advance payment, we may cause it to be paid immediately even if it is not yet overdue. Alternatively, we may cause it to be paid and then promptly send you a statement and payment receipt together.

15.4. If a charge is not paid on time:

15.4.1. it carries interest at 16.5% a year with monthly rests from the time it became payable until it is paid in full; and

15.4.2. we may charge reasonable administration fees and any collection fees and expenses that we incur.

16. GST

16.1. Except where a charge is expressed as 'GST inclusive', the consideration payable by you under these terms represents the value of any taxable supply for which payment is to be made.

16.2. Subject to us supplying you with a valid tax invoice, if we make a taxable supply for a consideration, which represents its value, then you will pay, at the same time and in the same manner as the value is otherwise payable, (or, if for any reason that does not happen, without delay after we request you to) the amount of any GST payable in respect of the taxable supply.

16.3. Subject to us supplying you with a valid tax invoice, if these terms require you to pay, reimburse or contribute to an amount paid or payable by us in respect of an acquisition of a taxable supply from a third party, the amount required to be paid, reimbursed or contributed by you will be the value of the acquisition by us less any input tax credit to which we are entitled plus, if our recovery from you is a taxable supply, any GST payable under clause 16.2.

17. Payment methods

17.1. We may require that you pay us by one or more specified methods.

17.2. For instance, we may require that you provide us with recourse to a credit card or a direct debit facility.

18. Credit cards

18.1. If we require recourse to a credit card for a product:

18.1.1. you must provide us with recourse to a satisfactory valid credit card issued by an issuer we accept;

18.1.2. we may charge to that credit card any amount that you owe us;

18.1.3. if we incur any fees as a result of a payment irregularity, you must reimburse them, and pay our reasonable administration fee.

18.2. You must not cause to be reversed any credit card transaction made in our favour, unless you give us notice in advance and obtain our written approval. Otherwise, you must pay our reasonable costs (including legal fees if necessary) of reinstating the transaction.

18.3. If you choose to pay using American Express card or Diners Club card, we shall add a surcharge equal to the amount by which the merchant fee applicable to the card exceeds the merchant fee we pay on Visa card or MasterCard (whichever of those two is higher at the time).

19. Direct debit facilities

If we require recourse to a direct debit facility for a product:

19.1. you must provide us with recourse to a satisfactory direct debit facility;

19.2. we may charge to that direct debit facility any amount that you owe us;

19.3. if we incur any fees as a result of a payment irregularity, you must reimburse them, and pay our reasonable administration fee.

20. Advance credit arrangements

If the product list indicates an advance credit arrangement is required for a product:

20.1. you must make a satisfactory advance credit arrangement;

20.2. we may charge to that advance any amount that you owe us;

20.3. if we incur any fees as a result of a payment irregularity, you must reimburse them, and pay our reasonable administration fee.

21. How can we give you a notice?

21.1. We can give you any notice or communication:

21.1.1. by emailing the notice (or a hyperlink to a web page that contains the notice) to the most recent email address you supply to us;

21.1.2. by fax to the most recent fax number you supply to us;

21.1.3. by ordinary mail or hand delivery to the most recent postal address you supply to us, or (if you are a company) to your registered office;

21.1.4. by hand delivery to you; or

21.1.5. in any other way permitted by law.

21.2. Any notice or other communication that we send you is deemed to have been received by you as follows:

21.2.1. if it (or a hyperlink to it) is emailed: one hour after it leaves our mail server;

21.2.2. if it is faxed: when our fax machine issues a successful delivery record;

21.2.3. if it is mailed: at 10 a.m. on the second business day after posting;

21.2.4. if it is hand delivered to you or your postal address or (if you are a company) your registered office: at the time of delivery;

21.2.5. if it is delivered in another way permitted by law: at the time when it would have been delivered in the normal course of that way of delivery.

21.3. A notice from us need not be signed.

22. How can you give us a notice?

22.1. You can only give us a notice:

22.1.1. by fax to the current fax number indicated by our web site contact details page;

22.1.2. by ordinary mail to the current postal address indicated by our web site contact details page.

22.2. A notice from you must be signed. We are never obliged to verify any mark that purports to be your signature.

23. What quality of service will we provide?

We do not guarantee that products:

23.1. will operate continuously;

23.2. be fault free; or

23.3. will operate at their theoretical maximum quality or capacity –

but we will:

23.4. use reasonable endeavours to supply them to a fair and reasonable standard; and

23.5. honour any service level guarantees that we publish.

24. How do you report faults and request support?

24.1. You are responsible for making a note of our help desk phone number in case you cannot access it online.

24.2. If there is a fault with a product, you may report it to our help desk during our help desk hours of operation on the phone number published for it on our web site, or by email in accordance with any instructions on our web site.

24.3. If you need support for a product, you may request it from our help desk on the phone number published for it on our web site during our help desk hours of operation, or by email in accordance with any instructions on our web site.

24.4. You must wait a reasonable period before calling our help desk, to ensure that a fault is not transient or self-correcting.

24.5. You must make reasonable efforts to solve your own support problems before calling our help desk.

24.6. You must treat our help desk staff courteously.

25. What are our complaints procedures?

25.1. If you wish to make a complaint, you should report it to our help desk in the same manner as a fault.

25.2. If your complaint is not resolved within 7 days, you should ask our help desk to refer it to our managing director.

25.3. If we request written details of your complaint, you must provide them.

25.4. Our managing director will address the complaint, or pass it on to an officer of the company if appropriate.

25.5. We will inform you about the progress of your complaint by email if possible.

25.6. You are also entitled to make a complaint to the Telecommunications Industry Ombudsman, and possibly to the Consumer Affairs office (however described) in your state. We encourage you to notify us in writing before you do so, so that we have the opportunity to try to resolve your complaint at that stage.

26. Can we obtain a credit report about you?

26.1. If you are:

26.1.1. an individual who applies to us for credit (within the meaning of the *Privacy Act 1988*); or

26.1.2. an entity other than an individual that applies for credit or commercial credit (within the meaning of the *Privacy Act 1988*) –

then:

26.1.3. we may obtain a credit report about you from a credit reporting agency for the purpose of assessing your application or for any other purpose permitted by law;

26.1.4. if we request you to provide any further form of agreement to us doing so, you will provide it within 5 days of our request; and

26.1.5. you must give us any further information we reasonably require to assess your creditworthiness.

26.2. If you are an individual who applies to us for commercial credit (within the meaning of the *Privacy Act 1988*):

26.2.1. you agree to us obtaining a credit report about you from a credit reporting agency for the purpose of assessing your application, or for the purpose of collecting overdue payments or for any other purpose permitted by law;

26.2.2. if we request you to provide any further form of agreement to us doing so, you will provide it within 5 days of our request; and

26.2.3. you must give us any further information we reasonably require to assess your creditworthiness.

26.3. We may provide information about you to a credit reporting agency as permitted by the *Privacy Act 1988*.

27. Other matters

27.1. You must keep safe and confidential any access numbers, PIN numbers, codes or passwords we allot to you and notify us without delay of any disclosure of those things.

27.2. If you notify us that security of access to your account has been compromised:

27.2.1. we do not promise that we can suspend the account in all cases;

27.2.2. we may decline to take any action unless we are reasonably satisfied as to the identity and authority of the person making the notification; and otherwise

27.2.3. we will use reasonable endeavours to suspend the account, but are not liable to you for delay or failure in doing so.

27.3. You must pay for all use of your account, even if it is fraudulent or unauthorised, unless the fraudulent or unauthorised use was mainly due to our fault.

28. When may we terminate a contract, or suspend or ration supply?

We may terminate a contract, or suspend or ration supply to you of a product if:

28.1. you fail to pay us any money that is due;

28.2. you threaten not to pay us money that you owe us;

28.3. you cause to be reversed any credit card transaction previously made in our favour (except with our prior written agreement);

28.4. you are in breach of these terms;

Consumer Contracts: re clause 28.4 – We may only terminate or suspend where you are in material breach of these terms.

28.5. you are insolvent;

28.6. we reasonably believe that you have vacated your premises without notice to us;

28.7. we reasonably consider that it is desirable to do so to facilitate network maintenance or to protect our network from harm;

28.8. it becomes technically unfeasible for us to continue to supply;

28.9. you use the product in a way that places unreasonable demands on our network;

28.10. there is an emergency;

28.11. we become entitled to suspend supply, and the suspension continues for more than a month; or

28.12. in any other circumstances stated elsewhere in these terms.

Consumer Contracts: re clause 28 – Where supply is suspended under this clause:

28.13. it will be for a reasonable period in the circumstances or until we exercise any right to terminate your contract; and

28.14. you are entitled to a pro-rata refund of relevant charges for the period of suspension, unless the suspension is:

28.14.1. at your request;

28.14.2. for your material breach of the contract;

28.14.3. for a system or network outage that results in the product being inaccessible for an insignificant period of time; or

28.14.4. because we have suspended or restricted a component of your product because we have reasonable grounds to believe that you represent a credit risk in relation to that component of the product.

29. What if a product has service requirements?

29.1. A ‘service requirement’ is some precondition that must be satisfied, failing which we cannot necessarily provide, or continue to provide, a product.

29.2. Where a service requirement applies to a product, we are not obliged to provide, or continue to provide, that product if it is not satisfied.

29.3. You must use reasonable endeavours to satisfy a service requirement.

30. What equipment will you need, and will we supply it?

30.1. To use our products, you may need to have access to a standard telephone (e.g. a conventional plug-in touch tone handset or a mobile phone).

30.2. We do not supply or service standard telephones. You must make your own arrangements to get one and have it serviced, all at your own expense.

31. Minimum terms

31.1. For any product with a minimum term, then (subject to these terms):

31.1.1. you must pay for the relevant product under a contract for at least that term;

31.1.2. the contract continues automatically from month to month after the minimum term, but you may cancel it on 30 days' notice to us, given after the minimum term has expired.

31.2. If we offer a discount or other benefit that only applies if you accept a certain minimum term, and you fail to complete that minimum term:

31.2.1. you are not entitled to the discount or other benefit; and

31.2.2. we may recalculate previous charges disregarding the discount or other benefit, and charge you the balance of the recalculated amount.

31.3. You may terminate a contract during its minimum term if you pay us the amount we will lose as a result of the early termination.

Consumer Contracts: re clause 31.3 – This is subject to your rights of termination the circumstances covered in clauses 9.4, 9.9 and 9.10.

32. What if other circumstances hinder you from using a product?

32.1. We notify you that a range of circumstances that are beyond our reasonable control may hinder you from using a product as you intend. For instance, your standard telephone service may malfunction.

32.2. We are not responsible for those kinds of things, and charges apply as normal despite them.

33. What happens if a contract ends or is terminated?

If a contract ends, or we terminate it:

33.1. our obligations to you under that contract are at an end;

33.2. we may invoice you for any services we have not yet invoiced;

33.3. our invoices are payable within 5 days;

Consumer Contracts: re clause 33.3 – You are required to pay an invoice under clause 33.3 within a reasonable period, which will be no more than 14 days (except for overdue amounts which are payable immediately).

33.4. any cause of action that either of us had against the other predating the termination is not affected;

33.5. the limitations of our liability, and our rights of indemnity, under these terms continue;

33.6. no other contract is affected unless we also terminate it –

but otherwise, that contract is at an end for all purposes.

34. What if something happens beyond our control?

We are not responsible for any delay in performing or failure to perform an obligation to you as a result of force majeure.

35. Limited liability

35.1. 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.

35.2. 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.

35.3. 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:

35.3.1. in the case of goods:

35.3.1.1. replacing the goods or supplying equivalent goods;

35.3.1.2. repairing the goods;

35.3.1.3. paying for the cost of replacing the goods or buying equivalent goods; or

35.3.1.4. paying for the cost of repairing the goods, and

35.3.2. in the case of services:

35.3.2.1. supplying the services again, or

35.3.2.2. paying for the cost of supplying the services again.

35.4. Subject to clauses 35.1, 35.2 and 35.3 and to the extent permitted by law:

35.4.1. all express or implied representations, conditions, warranties and remedies relating to products that we supply are excluded;

35.4.2. 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:

35.4.2.1. we caused it by our negligence; or

35.4.2.2. we knew or should have known of the possibility of such loss or damage; and

35.4.3. 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).

36. Other indemnities

Subject to clause 35, you must indemnify us and any wholesaler against any loss, liability or expense arising out of:

36.1. a breach by you of these terms or a contract or any warranty they require you to give;

36.2. your use of products;

36.3. your installation or use of any software in connection with products, whether supplied or recommended by us, any wholesaler or anyone else; and

36.4. any alleged breach of a person's rights or defamation of a person involving use of a product.

37. Can you transfer your interest in your contracts with us?

37.1. You may not transfer your interest in any contract with us unless we consent.

37.2. Whether we consent is entirely up to us.

38. Can we transfer our interest in your contracts with us?

38.1. We can transfer our interest in any of our contracts with you.

38.2. We will notify you if we do that.

39. Dictionary

39.1. 'approved equipment' means equipment on your side of the network boundary that complies with any applicable requirements of the Australian Communications Authority and bears the symbol:

and is approved by Telstra Corporation Limited for connection to the telephone line, and is set up and operated in accordance with any recommendations we make;

39.2. 'billing date' has the meaning given by clause 13.3;

39.3. ‘billing period’ means the period starting on a billing date and ending immediately before the next billing date;

39.4. ‘bundle’ means to include as part of a product, with no separate fee; for instance, if a product ‘bundles’ 100 conferences, you are entitled to 100 conferences as part of the product’s fixed charge;

39.5. ‘business day’ means any day except a Saturday, Sunday or public holiday;

39.6. ‘business hours’ means 9 a.m. to 4 p.m. on a business day;

39.7. 'consumer' has the meaning given in clause 6.3;

39.8. 'Consumer Contracts Code' means ACIF Code C620:2005 Consumer Contracts, or any amended or replacement version of it;

39.9. ‘contract’ has the meaning given by clause 7.1;

39.10. ‘dictionary’ means this list of defined terms;

39.11. ‘excess use charge’ means a charge for use of a product beyond its bundled entitlement;

39.12. 'fixed term contract' means a contract:

39.12.1. that is not a month to month contract; and

39.12.2. with a fixed term of more than a month,

and includes a contract with a minimum term (but only for the period of the minimum term);

39.13. ‘force majeure’ means an event or circumstance beyond the reasonable control of a person, excluding an inability to pay money when due;

39.14. ‘GST’ means GST within the meaning of the GST Act;

39.15. ‘GST Act’ means *A New Tax System (Goods and Services Tax) Act 1999*;

39.16. ‘late billing’ means the same thing as in the *Telecommunications (Standard Form of Agreement Information) Determination 2003*;

39.17. ‘minimum term’ means a term that we specify as such;

39.18. ‘network boundary’ means in relation to a telephone line that enters a building on your premises: (a) if there is a main distribution frame in the building and the telephone line is connected to the frame - a two wire point on the side of the frame nearest to your exchange; or (b) if paragraph (a) does not apply but the telephone line is connected to a network termination device located in, on or within close proximity to, the building – the side of the device nearest to you; or (c) if neither paragraph (a) nor (b) applies – the point ascertained in accordance with section 22 of the *Telecommunications Act 1997*;

39.19. ‘official copy’ means the edition of these terms published on our web site at a given time;

39.20. ‘our web site’ means the web site at www.expressvirtualmeetings.com.sg;

39.21. ‘product’ means goods or services covered by section 479 of the *Telecommunications Act* 1997;

39.22. ‘product terms’ means any terms or conditions that we notify to you regarding a specific product, before you order it (e.g. conditions notified in a product brochure);

39.23. ‘rebate’ includes a discount, credit, refund, repayment or reimbursement;

39.24. ‘service requirement’ has the meaning given by clause 29;

39.25. ‘standard telephone’ means a touch tone telephone that complies with all Australian standards (and is, in the case of any telephone that is connected to a telephone line, approved equipment) and, in conjunction with a standard telephone service, is capable of dialing and connecting to our network;

39.26. ‘standard telephone service’ means a service supplied by a third party telecommunications carrier that is capable, in conjunction with a standard telephone, of dialing and connecting to our network;

39.27. ‘teleconferencing’ means linking more than two callers together so as to allow a ‘virtual meeting’ between them;

39.28. ‘wholesaler’ means any wholesale supplier whose network services we use to deliver products;

39.29. ‘your account’ means access to any product that is initiated or facilitated by means of your password, PIN, network or other equipment, or by access sharing with you.

40. Other rules of interpretation

40.1. If an expression is defined in the dictionary in clause 39, that is what it means.

40.2. If an expression is defined in the dictionary, grammatical derivatives of that expression have a corresponding meaning. (For instance, if ‘ to colour’ means ‘to paint red’, then ‘coloured’ means ‘painted red’.)

40.3. Headings are only for convenience. They are to be ignored when interpreting these terms, except insofar as they indicate the number of a clause.

40.4. A schedule to a document is part of that document.

40.5. A reference to the singular includes the plural and vice versa.

40.6. Where one thing is said to include one or more other things, it is not limited to those other things.

40.7. There is no significance in the use of gender-specific language.

40.8. A ‘person’ includes any entity which can sue and be sued.

40.9. A ‘person’ includes any legal successor to or representative of that person.

40.10. A reference to a law includes any amendment or replacement of that law.

40.11. Anything that is unenforceable must be read down, to the point of severance if necessary.

40.12. Anything we can do, we may do through an appropriately authorised representative.

41. What law applies to these terms?

These terms are subject to the law of Victoria, Australia.

Consumer Contracts: re clause 41 – Victorian law is not exclusive. You may choose the governing law of the State or Territory in Australia in which you ordinarily reside.

42. Legal disputes

42.1. In case of a dispute in the nature of a complaint, clause 25 applies.

42.2. Any claim that we make against you for payment of money can be made in the courts of Victoria.

42.3. Otherwise, any dispute or difference whatsoever arising in connection with these terms shall be submitted to arbitration in accordance with and subject to the Institute of Mediators and Arbitrators Australia Expedited Commercial Arbitration Rules.

42.4. Subject to that, any court proceedings relating to these terms must be taken in the courts of Victoria and their appeal courts.

43. Security of your PIN

You must the confidentiality of your host PIN. You are also 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.

44. 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.