

Terms and Conditions – Telecommunication and Broadband Services

ALPHACLICK PTY LTD

TRADING AS ALPHACLICK IT SOLUTIONS (ABN: 31 160 327 622)

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These Terms and Conditions document is exclusively applicable to all quotations, orders, agreements, contracts, and electronic mail correspondences related to the following services resold by AlphaClick Pty Ltd (trading as AlphaClick IT Solutions. ABN: 31 160 327 622).

Broadband (NBN, Mobile Broadband, NBN Enterprise), Telecommunications (Business Phone Systems, VoIP Services, Mobile Voice and data Services)

For terms and conditions pertaining to other services including details on the business hours of support, refer to the corresponding terms and conditions documents accessible at <https://alphaclick.com.au/terms-and-conditions>.

1. DEFINITIONS AND INTERPRETATION

- 1.1. "Client" or "You/Your" refers to the individual or corporate entity that utilises the services outlined in this document.
- 1.2. "AlphaClick", "Us/We/Our", refers to AlphaClick Pty Ltd, the reseller of the services mentioned herein.
- 1.3. "Supplier" or "Provider" denotes the original provider of the services being resold by AlphaClick.

2. COMMITMENT TERM

- 2.1. The "Commitment Term" shall be as specified in the agreement duly executed by the Client, either by an individual or a duly authorized representative of the corporate entity. The specifics of the Commitment Term, including its commencement and duration, are defined in the said agreement.
- 2.2. In the case of NBN Enterprise connections, the minimum Commitment Term is thirty-six (36) months. This term commences from the date on which the connection is activated, rather than the date on which the agreement is signed.
- 2.3. For NBN Basic and VoIPCloud Services, the Commitment Term is structured on a month-by-month basis. Detailed terms, including any variations or specific conditions, are outlined in the respective signed agreement or quote.

3. SERVICE PROVISION

- 3.1. NBN Service Provision:
 - 3.1.1. The provision date and time for NBN services are managed by the relevant service provider, such as NBN Co. AlphaClick is not responsible or liable for any delays or issues related to the activation of these connections. However, AlphaClick will endeavor to

coordinate with the supplier to facilitate the connection's activation as promptly as possible.

3.1.2. In the event of issues arising onsite due to visits by NBN technicians (typically subcontractors appointed by NBN Co), AlphaClick bears no liability or responsibility.

3.1.3. For NBN Enterprise connections, the activation process may take approximately one to three months. This timeframe is subject to variation due to infrastructure availability and is managed solely by NBN Co. The Client acknowledges that AlphaClick is not liable or responsible for any delays.

3.1.4. NBN Basic connections typically require one to three weeks for activation. Similar to NBN Enterprise connections, this period may vary due to infrastructure factors and is under the purview of NBN Co. AlphaClick is absolved of liability or responsibility for any resultant delays.

3.2. VoIPCloud Service Provision:

3.2.1. Number porting, especially complex cases, may take between one to five weeks. The actual duration for this process can be shorter or longer, contingent on the timeliness and cooperation of the previous service provider in releasing the number(s). This process is managed by our supplier, and AlphaClick disclaims responsibility or liability for any delays or issues caused by telecommunications vendors or suppliers.

Nonetheless, AlphaClick will provide assistance where possible.

4. QUALITY OF SERVICE

4.1. In the event of any issues arising with the service, it is incumbent upon the Client to notify AlphaClick immediately. AlphaClick will endeavour to address and rectify these issues in collaboration with the supplier. Nonetheless, the Client acknowledges their obligation to continue making payments for the services to AlphaClick, as AlphaClick's role is that of a reseller and is not liable or responsible for service disruptions.

4.2. Should there be any disputes regarding the service, AlphaClick is prepared to communicate these to the supplier on the Client's behalf. It is understood that any decisions regarding refunds rest solely with the supplier, and AlphaClick has no authority over such decisions. By electing to receive services through AlphaClick, the Client agrees not to hold AlphaClick responsible for any outcomes related to the quality of service or dispute resolution. However, AlphaClick commits to providing reasonable assistance within its capabilities in such scenarios.

5. LIMITATION OF LIABILITY

5.1. The Client acknowledges and agrees that AlphaClick shall not be held responsible or liable for any business downtime, financial losses, or any other consequential damages arising due to service interruptions, failures, or any other issues related to the NBN or VoIPCloud Phone Systems. This limitation of liability encompasses all direct, indirect, incidental, or consequential losses that the Client may incur as a result of relying on the aforementioned services

6. TERMINATION

6.1. In the event of termination of the service by the Client, it is required that all outstanding invoices or payments, as stipulated in the signed agreement document, be fully settled. Particularly for services subject to longer commitment terms, such as one, two, or three years, the Client is obligated to pay out the remaining balance for the duration of the commitment term prior to the effective cancellation of the service. This provision ensures

that all financial obligations under the agreement are satisfied in accordance with the agreed-upon terms and duration.

7. GOVERNING LAW

- 7.1. This Agreement will be governed by and construed in accordance with the laws in force in the State of Victoria, and the parties irrevocably submit to the exclusive jurisdiction of the Courts of that State and of the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.