

Fax Number Porting Authority

Once this agreement is completed and returned, we will initiate the porting of the listed fax number/s to the Service Fax to Email service. On successful transfer of the fax number/s to Service Fax to Email, faxes received on the fax number/s will be converted and delivered to the nominated email address/s. In order to port a fax number to Service, you must have a Service account with an active Service Premium Fax to Email service and meet the requirements below.

Please complete all sections below to authorise the porting of your required fax number/s to Service. By completing and signing the following Porting Authority you confirm you have read, understand and accept the terms and conditions of this agreement.

Important: Incorrect information provided below may result in a 'Porting Rejection' and will incur associated 'Porting Rejection Fees'.

Customer Details

Business Name: _____

Business Registration Number: _____

Title: _____ First Name: _____ Last Name: _____

Position: _____ Email Address: _____

Contact Phone Number: _____

Fax Number Details

Fax number registered owner (the exact business name/name as per your current suppliers invoice):

Fax number registered address (Please provide the Physical Address):

Street Number: _____ Street Name: _____ Country: _____

City: _____ State: _____ Zipcode: _____

Fax number to be ported	Current Carrier	Current Carrier Account Number

Approval

Authorised Account Holder Name: _____

Signature of Authorised Person: _____ Date: _____

Terms and Conditions

This agreement outlines the terms and conditions of porting an existing fax number to us.

1. IMPORTANT INFORMATION

1.1 This page sets out the terms and conditions upon which ClickSend Pty Ltd (Hereinafter known as "Service, Service's, We, Our") will provide its Fax Number Porting services to its customers (Hereinafter known as "The Customer/'s, User, You, Your"). The terms and conditions agreed to form an agreement which create important legal rights and obligations upon Service, as well as The Customer. The Customer must agree to these terms and conditions prior to Service provisioning the fax number porting service.

2. DEFINITIONS

In this Porting Service Agreement, the following words and phrases have the following meanings:

2.1 Porting means the transfer or moving of an existing fax number service to ClickSend Pty Ltd.

2.2 Business Day refers to the days the business operates for Support Services. This is typically Monday to Friday, unless deemed a public holiday in the state of Queensland, or for circumstances where Force Majeure applies.

2.3 Commencement Date means the date that The Customer set up an account or from the date The Customer purchased a Service service online.

2.4 Content means data, information, images, and all other content that The Customer receives and sends via Service

2.5 Fees means:

- a. Fees for Service Services as appearing on our website and/or promotional material updated from time to time, and
- b. Any other fees The Customer and Service agree upon at Service's prevailing rates for other Services.

2.6 Force Majeure means a circumstance beyond the reasonable control of Service, which results in Service being unable to observe or perform on time an obligation in our Terms and Conditions, including:-

- (a) Acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, power supply disruptions (howsoever caused), internet downtime and any natural disaster;
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and
- (c) industrial action or strikes.

2.7 Services refer to the Service services provided by Service including but not limited to Service Receive and Send Fax services.

2.8 Support Services refer to the support provided by Service to use its available Services, otherwise as described on the Service website.

2.9 System Maintenance Time means the time that Service is inaccessible for reasons of systems maintenance, improvement, or upgrading.

3. INTERPRETATION

3.1 In this Agreement, unless the contrary intention appears:-

- (a) words in the singular number include the plural and vice versa;
- (b) words importing a gender include any other gender;
- (c) a reference to a person includes bodies corporate and unincorporated associations and partnerships;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) a reference to a party includes its successors and assigns (where permitted);
- (f) a reference to the any schedule includes a reference to any part of that schedule which is incorporated by reference;
- (g) the recitals to this Agreement do not form part of the Agreement;
- (h) monetary references are references to Australian currency.
- (i) any references to GST, refers to the statutory rate of Goods and Services Tax (GST) in Australia, currently 10%.

3.2 If any term, covenant, clause or condition of this Porting Agreement, or the application of it to any person or circumstance, is deemed to be invalid or unenforceable, the remaining terms, covenants and conditions will not be affected and will be valid and enforceable.

4. PORTING SERVICE

4.1 The Customer authorises for the fax number/s specified in this agreement to be ported to our carrier, AAPT, for the purpose of receiving fax messages via email.

4.2 The Customer acknowledges that they are authorised to make this request for the porting of the required fax number/s.

4.3 The Customer understands that the service/line with their existing provider will be terminated upon successful porting of the fax number/s to Service. The Customer understands it is also their responsibility to maintain any other services on the account with the existing provider.

4.4 The Customer understands that fax numbers should not be ported if they have additional services connected to the fax line, for example ADSL/internet, split phone/fax, eftpos, line hunt, duet etc. The Customer understands that if they port a fax number where other services are connected to the fax number, that this may result in a 'Porting Rejection' and consequent 'Port Rejection Fees' will be charged. and/or will result in a failure of the other service to operate. Service Pty Ltd and AAPT Limited hold no responsibility for the downtime of other services as a result of a number being ported.

4.5 The Customer understands that in order to port a fax number to Service, it must have an active Service Premium Fax to Email Receive Plan.

4.6 The Customer verifies that the information contained in this authority to the extent it relates to the Customer is true and correct.

4.7 The Customer understands if they provide any incorrect information that results in a failure to port the fax number/s, Service will pass on a Porting Rejection Fee per number/batch and per port rejection to the Customer. Porting rejection fees are AUD\$30 per number rejected. It is the Customer's responsibility to ensure the 'Account Number' or underlying (connected) account number from their existing carrier is correct.

4.8 The Customer understands that there are costs involved when porting fax numbers and agree to pay all relevant charges to Service in accordance with our current Porting Pricing Schedule. Porting fees may vary depending on the type of fax number and/or port being requested. Porting charges are prepayable upon porting request. All fees and charges relating to fax number porting are non-refundable.

4.9 The Customer understands if the fax number/s needs to be ported away from Service and its carrier AAPT, that there are costs involved. See Service Porting Pricing for current 'Port Away' charges.

4.10 The Customer understands that their existing telecommunications carrier may have charges for porting out/away their fax number and/or contract terms for the fax number, and it is the Customer's responsibility to determine these prior to entering into this agreement with Service. Service accepts no responsibility for any fees and charges by the Customers' existing carrier.

4.11 The Customer understands porting may take up to 40 business days to be finalised. Although the time frame may be shorter Service must allow this time for your current carrier to release your fax number/s and reconfigure the new service.

4.12 Service and AAPT will use its reasonable endeavours to connect the Services by the advised date but does not warrant that the Services will be fully connected and operational by that date. Service and AAPT are not liable for any loss or damage the Customer may sustain as a result of delayed connection.

4.13 The Customer acknowledges that while Service and AAPT will use its reasonable endeavours to supply the Services, for reasons beyond Service and AAPT's control or due to unforeseen circumstances (including, but not limited to, Force Majeure, available capacity, geographic and technical capability or other technical issues), the Customer may not be able to obtain the Services. If this becomes apparent during the installation process, AAPT may cancel all or part of this Order for Service and will not be liable for any loss or damage the Customer may sustain as a result.

4.14 The Customer acknowledges and agrees that if they do not supply the information Service requests on this Porting Authority, Service may not be able to provide the Services to The Customer.

4.15 In this form, Service collects personal information from or about employees, principals or directors of a business customer. The Service privacy policy on our website sets out important information about Service proposed use of this personal information.

4.16 The Customer agrees they have read and understood all terms and conditions set out in this agreement.