

## **Customer Service Agreement**

### **1. Parties**

Pulse Telecom PTY, Ltd. (“Pulse”) is pleased to provide residential and business long-distance telephone service (the “Services”) to you, subject to the provisions of this Customer Service Agreement (the “Agreement”). “You” and “your” refer, as applicable, to you and every person who uses the service provided to you.

### **2. Responsibility for All Charges**

By commencing to utilize the Services provided by Pulse, you accept the Agreement. You are responsible for the charges incurred while using the Services. Your enrollment commences with the first provision or availability of Pulse services to you. This Agreement will continue in effect thereafter until you do so terminate service from Pulse. You agree, for your protection against “slamming” (unauthorized switching of your long distance provider, which occurs without notice to you), that Pulse may contact you if it has reason to believe your account has been switched and you have not notified us in writing or orally of the change. If that happens, Pulse will contact you to confirm whether or not you approved the change, and may aid you to return to Pulse Services, and even complain to authorities of being unlawfully “slammed”.

### **3. Fees and Rates**

Pulse reserves the right to add to/round up each call by up to three (3) minutes. It is your responsibility to confirm with an Pulse representative the rounding applicable to your Services. You acknowledge that rates under your service plan are subject to change upon written notice from Pulse (which may accompany your invoice for services and will become effective at the commencement of your next billing cycle if you continue to utilize Pulse’s services after that time). In the unusual circumstance where you have no usage for six consecutive billing cycles and have a credit balance on your account, you agree that Pulse will charge you a Dormancy Fee of \$5.00 per billing cycle until your account has a zero balance, at which point your account will be closed.

If you do not cancel the Services within your next billing period following appearance of a change in rates, then you will have agreed to the increase or modification. Cancellation will be your exclusive remedy for changes in service plan charges invoiced.

### **4. Your Service Plan Rates**

Your personal subscription to Pulse for long-distance service includes the particular services you chose (local toll, state to state and/or international long-distance services, with international calling provided through advanced Voice over Internet Protocol), at the specific rates and charges you established when you subscribed. You may have specific rates for several destination countries abroad, and the initial rates may be temporary promotional rates that will revert to others after a set period.

You could also incur contingent charges or lose the agreed favorable rates for late payment presenting bad checks and the like, including a \$30.00 bad check charge; \$3.99 fee for returned payments by phone for insufficient funds; a \$4.99 fee per billing cycle for uncured late payment; and 1.5% per cycle interest on unpaid balances. You also agree to pay a Directory Assistance Fee of \$1.99 per call you place to Directory Assistance. You will also be subject to a Bill Processing

Charge each cycle in the amount of \$1.99 to cover charges associated with preparing a paper bill. You may avoid this charge by selecting electronic billing. Additionally, you will be responsible for a \$0.99 Account Maintenance Charge each cycle to cover our administrative and pass-through service charges.

You may also see a “Carrier Cost Recovery Charge” on your invoice. This charge is tied to costs imposed on Pulse from other telecommunications carriers and for certain network facilities and services the Company must purchase from them. This charge is not mandated by local, state or federal governments to be collected, but is instead a charge that allows us to provide you the best communication experience. This charge fluctuates based on the amount of usage or minutes you utilize in an invoice period. As your usage/minutes increase, so too will your Carrier Cost Recovery Charge, however in no event will your Carrier Cost Recovery Charge exceed \$7.19 per invoice.

You will be assigned to a billing cycle in accordance with Pulse cash flow management requirements and policies that may vary for 23 to 30 days.

If these particulars are not in accord with your understanding of the offer you accepted, you may cancel our services at any time by calling 0280036195

## **5. Billing and Payment**

Pulse will provide your bill in a format it chooses, which may change from time to time. Payment of all charges is due upon receipt of your invoice, and is deemed late unless paid by the date therein defined. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Pulse may make reasonable adjustments and prorations. Usage may be back billed in a subsequent billing cycle to the extent allowed by applicable law and if so, this usage will be charged as if used during the cycle being billed. If you have authorized payment by credit card, no additional notice or consent will be required for billings to that credit card or account.

You acknowledge that you are eligible to receive services for the favorable rates, under Pulse’s preferentially low Today’s Rates, which have been offered to you at the time of your subscription for only so long as you maintain a reliable record of payment. Payment for service charges, fees and taxes invoiced to you is due as of the billing date. If you fail to satisfy an unpaid balance of charges invoiced to you for three consecutive billing cycles, all unpaid charges and rates applicable to your account, and taxes and fees for which Pulse is obligated to pay others in proportion to its own charges, will revert, for so long as an undisputed, unpaid balance remains unsatisfied, to the highest rates Pulse offers (“Default Rates”, formerly called the “Standard Customer Plan”, available on-line at [www.pulsetele.com.au](http://www.pulsetele.com.au)). You also acknowledge that you will be liable for costs of collection, including reasonable applicable attorney fees, expenses and court costs which Pulse may incur if you fail to make payment for the services rendered by Pulse.

## **6. Deposit and Credit Evaluation.**

You understand that service is available to you on credit, without automatic suspension when unpaid charges pass a fixed amount, and only with a satisfactory result from Pulse on your credit check. Depending on your credit standing, Pulse may require a security payment, prepayment or other security as a condition of providing the Services. You will not earn any interest on amounts so paid by you. If your Services are terminated, Pulse will apply such sums against the outstanding balance in your account, and refund any remaining balance to you.

You authorize Pulse before commencing the Services to you, and at any time you have an outstanding, overdue balance, to verify your creditworthiness with a credit reporting agency and to verify your identity. You expressly authorize such a credit check to be made for that purpose only.

### **7. Default and Termination**

Without prior notice to you, Pulse may, in its sole discretion, terminate your use of the Services if you: a) do not pay your account balance in full when due (apart from specific charges you may have legitimately disputed with resolution); b) breach any of the material terms of the Agreement; or c) become bankrupt or insolvent. You will not be relieved from liability for charges through any such default on your part, except as the law of debtor protection may allow. All charges become immediately due and payable in the event of your default.

### **8. Use of the Services**

Your use of the Services must comply with the provisions of this Agreement and all applicable laws and regulatory requirements. You agree not to use the Service for any unlawful or abusive purpose or in any way that damages Pulse's property or interferes with or disrupts Pulse's system or other users or that is in any way unlawful, fraudulent or abusive. You acknowledge that you must not transmit any communication which would violate any laws, court order, or regulation, or would likely be offensive or injurious to the recipient. You are responsible for all content you transmit while using the Service. Resale of Service is prohibited without Pulse's prior written consent and your attainment of any required regulatory approvals. Some services may not be available or may operate differently in selected markets or jurisdictions.

### **9. Fraud Prevention**

If you find your Service has been or is being fraudulently used, you will immediately notify Pulse and provide Pulse with the documentation and information it may request (including affidavits and police reports). Until you so notify Pulse, you will remain responsible for all charges made to your account. You agree to cooperate with Pulse in any fraud investigation and to use any fraud prevention measures Pulse prescribes. Failure to provide reasonable cooperation will result in your liability for all fraudulent usage.

### **10. Confidentiality of Customer Information**

Unless you consented expressly or by implication, or unless disclosure is pursuant to a legal power, all information kept by Pulse and its affiliates regarding you other than your name, address and listed telephone number, is confidential and may not be disclosed by Pulse to anyone other than:

i) you or a person who, in Pulse's reasonable judgment, is seeking the information as your agent;

ii) another telecommunications company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;

iii) ) a company involved in supplying you with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;

iv) an agent retained by Pulse to evaluate your credit worthiness, provided the information is required for and is used only for that purpose;

v) a public authority or agent of a public authority, if in the reasonable judgment of Pulse, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information; or

vi) through a valid court order including subpoena.

Express consent may be taken to have been given by you where you provide:

a) written consent;

b) oral confirmation by an independent third party;

c) electronic confirmation through the use of a toll-free number;

d) consent through other methods as long as an objective documented record of your consent is created by you or an independent third party.

### **11. Limitation of Liability**

Pulse is not liable for any deficiency in performance caused in whole or in part by act or omission of an underlying carrier or service provider, dealer, equipment or facility supplier, by unavailability or discontinuation of services to Pulse or to other services utilized by Pulse, by network problems, lack of connections, equipment failure or incidents in the course of upgrade or modification, Acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility unavailability or relocation, or causes beyond our reasonable control, including without limitation the failure of an incoming or outgoing call, failure of 9-1-1 service or location services, priority access or secured call service.

**EVEN IF Pulse HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, PULSE WILL NOT BE LIABLE TO YOU OR ANY OF YOUR EMPLOYEES, AGENTS, CUSTOMERS OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE OR OTHER SERVICES, INCLUDING, WITHOUT LIMITATION: INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR MULTIPLE DAMAGES; LOSS OF PRIVACY OR SECURITY DAMAGES; INTELLECTUAL PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE; LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS, COST OF REPLACEMENT PRODUCTS AND/OR SERVICES, SUSPENSION OR TERMINATION OF SERVICES OR YOUR INABILITY TO USE THE SERVICE, THE CONTENT OF ANY MESSAGE OR COMMUNICATION TRANSMITTED TO OR RECEIVED BY YOU; OR LOSSES RESULTING FROM**

PURCHASE OF GOODS OR SERVICES THROUGH USE OF PULSE'S SERVICE OR TRANSACTIONS ENTERED INTO THROUGH USE OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES. AS SUCH, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

THE MAXIMUM AGGREGATE LIABILITY OF PULSE TO YOU, AND THE EXCLUSIVE REMEDY IN CONNECTION WITH THE AGREEMENT FOR ANY AND ALL DAMAGES, INJURY, LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION RELATED TO THE SERVICE SHALL BE A REFUND OR REBATE OF THE PRORATED PERIODIC OR OTHER SERVICE CHARGES YOU HAVE PAID OR OWE FOR THE APPLICABLE SERVICE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF MONEY DAMAGES.

**ANY DISPUTE OR CLAIM BETWEEN YOU, ANY MEMBER OF YOUR HOUSEHOLD OR ANY GUEST OR EMPLOYEE OF YOU AND PULSE ARISING OUT OF OR RELATING TO THE SERVICE WILL BE RESOLVED BY ARBITRATION BEFORE A SINGLE ARBITRATOR AND WILL BE ADMINISTERED BY THE FEDERALLY RECOGNIZED ARBITRATION TRIBUNAL IN THE COUNTRY OF YOUR JURISDICTION (i.e. AMERICAN ARBITRATION ASSOCIATION ; ADR INSTITUTE OF CANADA; AUSTRALIAN CENTRE FOR INTERNATIONAL COMMERCIAL ARBITRATION) . THE ARBITRATION WILL TAKE PLACE IN THE JURISDICTION IN WHICH YOU RESIDE. THE ARBITRATOR'S DECISION WILL FOLLOW THE PLAIN MEANING OF THE RELEVANT DOCUMENTS, AND WILL BE FINAL AND BINDING. WITHOUT LIMITING THE FOREGOING, THE PARTIES AGREE THAT NO ARBITRATOR HAS THE AUTHORITY TO: (I) AWARD RELIEF IN EXCESS OF WHAT THIS AGREEMENT PROVIDES; OR (II) AWARD PUNITIVE OR EXEMPLARY DAMAGES. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. ALL CLAIMS SHALL BE ARBITRATED INDIVIDUALLY. YOU SHALL NOT BRING, OR JOIN ANY CLASS ACTION OF ANY KIND IN COURT OR IN ARBITRATION OR SEEK TO CONSOLIDATE OR BRING PREVIOUSLY CONSOLIDATED CLAIMS IN ARBITRATION. THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.**

## **12. Billing Provider**

As a customer of Pulse, you may receive your bill from Pulse, or any of Pulse's affiliates, or from your local telephone operating company.

## **13. Protection against Unauthorized Use**

To protect against unauthorized use, calling card accounts billing more than \$100 per billing cycle may be subject to interruption of service, unless prior arrangements have been made with Pulse at 0280036195.

#### **14. Customer Complaints**

You will report any customer complaints to Pulse by calling 0280036195.

#### **15. General Provisions**

This Agreement, together with the service plan set forth above, Pulse's published Service rates, Pulse's invoice terms and any guides or manuals that Pulse may provide to you regarding the Services, all as amended from time to time, constitute the entire written agreement between you and Pulse for the Services and supersede all prior agreements, written or oral. Any provision of this Agreement that is unenforceable at law will be ineffective to the extent of such enforceability without invalidating the remaining provisions of the Agreement. No failure by Pulse to exercise any right under the Agreement will constitute a waiver of any provision of the Agreement. The Agreement inures to the benefit of and is binding on you and your heirs and legal personal representatives. You may not assign or transfer the Agreement. We may assign or transfer the Agreement or any of our rights or obligations hereunder and the Agreement inures to the benefit of and is binding on our successors and assigns.

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