

Please complete, sign and return all pages to orders@gofax.com.au or fax to 1300 395 432 / +613 8888 9998

This agreement initiates the porting of the listed fax number/s to the GoFax Fax Receive service. By completing and signing the following Fax Number Porting Authority you confirm you have read, understand and accept the terms and conditions of this agreement.

Please complete all sections below to authorise the porting of your required fax number/s to GoFax.

Important! Incorrect information provided below may result in a 'Porting Rejection' and incur associated 'Porting Rejection Fees' and / or additional fees to resubmit the order.

Please review our online porting checklist.

1. Customer Details

Business Name: ABN:

Title: First Name: Last Name:

Position: Email Address:

Phone Number: Mobile:

2. Fax Number Details

Fax number registered address (we require your business physical address, PO Box details cannot be accepted).

Unit Number: Street Number: Street Name:

City/Town/Suburb: State: Post Code:

Fax Number to be ported (Including area code) <small>* Mandatory information required</small>	Current Carrier	Current Carrier Account Number <small>* Mandatory information required</small>

Please include additional numbers on page 5.

I confirm that the number/s I have specified for porting is / are all (tick one only):

- A stand-alone number with no other services on its line (including but not limited to phone, ADSL Internet, EFTPOS, HICAPS, security or medical alarm) (Simple Port).
- All of the numbers to be ported are in a complete number range (Simple Port).
- All the numbers in a duet service or rotary / line hunt group (Complex port).
- A digitally-hosted (virtual / online / DOT / nbn™ migrated) fax number (Complex port).
- A 13, 1300 or 1800 number (13/1300/1800 number port).

If you are unsure which of the above applies to your number/s, we recommend you review our online porting checklist.

This agreement outlines the terms and conditions of porting an existing fax number to GoFax Pty Ltd.

1. Important Information

- 1.1. This page sets out the terms and conditions upon which GoFax Pty Ltd (Hereinafter known as "GoFax, GoFax's, We, Our") will provide Fax Number Porting services to our Customers (Hereinafter known as "The Customer/s, User, You, Your").
- 1.2. For the purpose of this agreement, the Services are provided by GoFax Pty Ltd, in conjunction with the GoLogic Group Pty Ltd, a sister administrative company.
- 1.3. For the avoidance of doubt, the Porting Terms and Conditions form part of 'the Agreement'. The Terms and Conditions agreed in this 'Agreement' create important legal rights and obligations upon GoFax, as well as The Customer. The Customer must agree to these terms and conditions prior to GoFax provisioning the fax number porting service.
- 1.4. The Porting Terms and Conditions agreed to will operate in conjunction with the overall Terms and Conditions GoFax sets out in its Terms and Conditions for use of all services. See Terms and Conditions online.
- 1.5. On completion of the Porting Application and by agreeing to the following Terms and Conditions this will constitute an irrevocable offer by the Customer to order the service/s detailed in the Porting Application (the "Service/s") on the terms of the Agreement.

2. Definitions

- 2.1. In this Porting Service Agreement, the following words and phrases have the following meanings:
 - a) Porting means the transfer or moving of an existing fax number service to GoFax Pty Ltd.
 - b) Simple Porting generally refers to a single, simple number on a PSTN line with no enhancements.
 - c) Complex Porting generally refers to a complex service or number configuration, including but not limited to services with a Duet, Line Hunt, In-dial, On Ramp, ISDN or digitally hosted numbers.
 - d) 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.
 - e) Commencement Date means the date that GoFax will submit the fax number porting order.
 - f) Fees means:
 - g) Fees for GoFax Services as appearing on our website and/or promotional material updated from time to time, and
 - h) Any other fees The Customer and GoFax agree upon at GoFax's prevailing rates for other Services.
 - i) Force Majeure means a circumstance beyond the reasonable control of GoFax, which results in GoFax being unable to observe or perform on time an obligation in our Terms and Conditions, including:
 - j) Acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, power supply disruptions (howsoever caused), internet downtime and any natural disaster;
 - k) Acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and
 - l) Industrial action or strikes.
 - m) Carrier enforced embargo periods.
 - n) Services for the purpose of this agreement refer to the GoFax services provided including but not limited to GoFax Inbound Fax, including Fax to Email, Fax Number Porting In and Fax Number Porting Away.
 - o) Support Services refer to the support provided by GoFax to use its available Services, otherwise as described on the GoFax website.

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 in Service

- 4.1. The Customer acknowledges that they are authorised to make this request for the porting of the required fax number/s. GoFax will not be held liable for any damages arising from false or fraudulent representation of number ownership.
- 4.2. 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 electronically, including online and via email.
- 4.3. By porting a fax number/s to GoFax, the ownership of the fax number/s will remain with The Customer, until such time that The Customer wishes to cancel the number service. GoFax will administer the number and associated services on your behalf.
- 4.4. The Customer understands that in order to port a fax number/s to GoFax, each number to be ported must have an active and paid GoFax Inbound Fax Receive plan on a plan type available and approved to accept 'Porting' of fax number/s. View Fax Receive plan pricing and/or Send/Receive Bundle pricing.
- 4.5. The Customer understands that the service/line with their existing provider will be terminated upon successful porting of the fax number/s to GoFax. The Customer understands it is also their responsibility to:
- Clarify and fulfil any fixed term or contractual obligations with the number's current carrier.
 - Maintain any other services on their account with the number's prior carrier once porting is complete.
- 4.6. The Customer understands that fax number/s should not be ported if they have additional services connected to the fax line, including but not limited to ADSL/Internet, split phone/fax, EFTPOS, HICAPS, line hunt, duet, security or medical alarms etc. The Customer understands that successfully porting a fax number/s where other services are connected to the fax number/line will result in a failure of the other service/s to operate. GoFax Pty Ltd and AAPT Limited hold no responsibility for the downtime of other services as a result of a number being ported.
- 4.7. The Customer verifies that the information provided in the Porting Application to the extent it relates to the Customer and fax number details is true and correct.
- 4.8. The address details provided by The Customer must be a physical address relevant to the Customer's business or place of residence. PO Box addresses cannot be accepted for the purpose of porting.
- 4.9. The Customer understands that a fax number port application may be rejected by your or our carrier, for reasons contained, but not limited to, items in 5.1 or due to incorrect information supplied by The Customer in the porting application. Where a 'Porting Rejection' occurs, The Customer will be charged a consequent 'Port Rejection Fee/s' as per current porting pricing on the GoFax website. It is the Customer's responsibility to ensure the 'Account Number' or underlying (connected) account number from their existing carrier is correct.
- 4.10. The Customer understands that, while multiple rejections / re-submissions to port a number/numbers may occur under an individual application, AAPT will hold an individual application open for a limited time (which may vary per individual application). GoFax will make best efforts to inform the Customer of the impending closure of a porting application. If the Customer wishes to resubmit after AAPT closes a porting application, the Customer must pay the full porting fee per current porting pricing on the GoFax website as though for a new porting application.
- 4.11. The Customer acknowledges and agrees that if they do not supply the information GoFax requests on the Porting Application, GoFax may not be able to provide the Services to The Customer.
- 4.12. The Customer understands any liaison with the Customers current supplier, either to identify the number type or for reasons of rejection or otherwise, must be performed by The Customer directly. Due to privacy reasons, GoFax will not be permitted to liaise with your carrier on your behalf.

5. Financial Terms

- 5.1. The Customer understands that there are costs involved when porting fax numbers and agree to pay all relevant charges to GoFax 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. View Porting Pricing online.
- 5.2. The Customer understands that in some instances due to the number type and/or carrier requirements, the port may be required to be submitted as a 'Complex Port' in order to be accepted by the releasing carrier. Please refer to Item 5.1 above regarding additional costs.
- 5.3. The Customer understands that their existing telecommunications carrier may have charges for porting in/out their fax number and/or contract terms for the fax number, and it is The Customer's responsibility to determine this prior to entering into this agreement with GoFax. GoFax accepts no responsibility for any fees and charges by the Customers' existing carrier.
- 5.4. The Customer understands that it is their responsibility to confirm adjustment of plans/billing with the number's prior carrier once porting is complete.

6. Porting Service Delivery Time

- 6.1. On receipt of a completed and correct Porting Authority, GoFax will commence the port submission to our carrier within 7 business days.
- 6.2. The Customer understands a simple port may take up to 30 business days to be finalised and a complex port may take up to 120 business days to be finalised. Although the time frame may be a lesser period, these are the porting delivery times outlined by our carrier. GoFax must allow this time for your current carrier to release your fax number/s and reconfigure the new service.
- 6.3. GoFax 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. GoFax is not liable for any loss or damage the Customer may sustain as a result of delayed connection.
- 6.4. The Customer acknowledges that while GoFax will use its reasonable endeavours to supply the Services, for reasons beyond GoFax'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, our carrier may cancel all or part of this porting application. GoFax and will not be liable for any loss or damage the Customer may sustain as a result.

7. Porting Away Service

- 7.1. In the event that The Customer requires the fax number/s to be ported away from GoFax to another carrier, The Customer must initiate this request with the Carrier to whom they wish to transfer the number.
- 7.2. The Customer accepts that GoFax will apply a Porting Away fee per number, as per the current Porting Away pricing advertised online.
- 7.3. When a fax number/s is requested to be ported away, management of the porting away including overall time for the port away process is the responsibility of the gaining carrier.
- 7.4. Upon receipt of a porting away request via our carrier, GoFax will act and respond in a timely manner.
- 7.5. The Customer accepts responsibility to inform GoFax that the 'Port Away' has been successfully completed and request that GoFax cancel any services associated with the number. Ongoing charges on relevant GoFax plans will apply until The Customer requests cancellation and are non-refundable.

8. Confidentiality and Privacy

- 8.1. As part of the GoFax Porting Application, GoFax collects personal information from or about employees, principals or directors of a business customer. The GoFax Privacy Policy on our website sets out important information about GoFax's proposed use of this personal information.

Acceptance of Fax Number Porting Terms and Conditions:

Name:

Date:

Signature:

Enter additional fax numbers for porting In:

Fax Number to be ported (Including area code) <small>* Mandatory information required</small>	Current Carrier	Curent Carrier Account Number <small>* Mandatory information required</small>