GoFax® Terms and Conditions

Last modified on 3rd December 2025

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 services to its customers (Hereinafter known as "Customer"). The Terms and Conditions agreed to form an Agreement, which create important legal rights and obligations upon GoFax, as well as the Customer. The Customer must agree to these Terms and Conditions prior to use.

1.2 GoFax reserves the right to change the Terms and Conditions at any time without prior notice. All current Terms and Conditions for GoFax services will be available on the GoFax website.

1.3 For the purpose of this Agreement, the Services are provided by GoFax, in conjunction with the GoLogic Group Pty Ltd, a sister administrative company.

1.4 GoFax will post a notice of any changes to Terms and Conditions online and sending information regarding the changes to the email address provided by the Customer. Customers are responsible for ensuring they read all updates to Terms and Conditions. The Customer shall be deemed to have accepted such changes by continuing to use GoFax Services after changes have been posted or information regarding changes have been sent to the Customer.

2. Definitions

In GoFax's Terms and Conditions, the following words and phrases have the following meanings:

2.1 *ACMA* means the Australian Communications and Media Authority. The ACMA is Australia's independent regulatory body for broadcasting, the internet, radiocommunications, and telecommunications.

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 *CAT A Porting* generally refers to porting a single, simple number on a PSTN line with no enhancements.

2.4 *CAT C Porting* generally refers to porting 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.

2.5 *Commencement Date* means the date that the Customer set up an account or from the date the Customer purchased a GoFax service.

2.6 *Content* means data, information, images, and all other message content that the Customer receives and sends via GoFax.

2.7 *Fees* means:

(a) Fees for GoFax Services as appearing on our website and/or promotional material updated from time to time,
(b) any fees related to the Porting services,
(c) Any other fees the Customer and GoFax agree upon at GoFax's prevailing rates for other Services.

2.8 *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:

(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;
(c) industrial action or strikes;
(d) carrier-enforced embargo periods.

2.9 *IPND* means the Integrated Public Number Database. A centralised database that contains the record of each telephone number issued by Carriage Service Providers (CSPs) to their customers in Australia.

2.10 *Losing carrier* means the service provider/carrier where Your number is currently hosted before porting to GoFax.

2.11 *Porting* means the transfer or moving of an existing number/s to GoFax.

2.12 *Porting Commencement Date* means the date that GoFax will submit the Fax Number Porting order to our carrier.

2.13 *Services* means the SaaS products subscribed to by the Customer and supplied by GoFax as described in Section *5. Services* and as per Section *10. Number Portability.*

2.14 *Support Services* means the support provided by GoFax to Customers using its Services.

2.15 *System Maintenance Time* means the duration that GoFax or related carriers are required to perform scheduled or unscheduled maintenance.

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, item, section or condition of this 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. Term and Termination

4.1 This Agreement is valid upon the commencement date of the provisioning of a GoFax service account. The Agreement will continue until terminated at any time by either party in the form of written notice.

4.2 Subject to any specified notice periods for Services, this Agreement or individual services can be cancelled in writing by either GoFax or the Customer at any time without providing reason for termination. GoFax shall have no liability to the Customer or any third party because of such termination. If the reason for the termination is due to abusive or fraudulent behaviour, or violation of our Acceptable Use of Service Policy, no refund will be issued to the Customer. Where applicable, any remaining prepaid values may be refunded, see Section 12. Refund Policy.

4.3 GoFax requires 30 days written notice to cancel 1300/1800 fax number services, number ranges, Virtual SMS numbers and international fax number services. Charges will apply up until the end of the 30-day notice period. The cancellation request must be sent from the authorised account holder's email address.

4.4 The Customer must advise GoFax immediately in writing in the event they wish to cancel or close the account; otherwise, the Customer remains responsible for all activity or transactions generated within their account. The cancellation request must come from the registered GoFax Authorised Account Holder email address. GoFax will send a confirmation of cancellation to the Customer.

4.5 In the event a GoFax Service is requested to be terminated by the Customer, the service(s) will be cancelled at the end of the calendar month or immediately upon the Customer's request, exemptions apply, see Section 4.3. GoFax will provide a confirmation to the Customer in writing. See Sections 11. and 12. regarding Financial Terms and Refund Policy.

4.6 The Customer acknowledges that by requesting to cancel their GoFax Service(s), they will lose all GoFax relevant service account history. The Customer must download copies of all account data including but not limited to invoice history, incoming and outgoing fax and SMS history, fax documents and transaction reports if the Customer requires this information.

4.7 All sections of this Agreement which by their nature will survive termination, including, without limitation, ownership, warranty disclaimers and limitations of liability.

5. Services

GoFax will provide access to the following subscribed Services:

5.1 *GoFax Send Services* – Fax and SMS message sending via:

- the GoFax secure web portal
- the GoFax Desktop Software
- the GoFax app
- the GoFax API
- email, using the Customer's nominated email address(es)
- SMTP connection
- other approved custom integrations.

5.2 *GoFax Fax Broadcasting* – Fax broadcasting utility, allowing the Customer to send fax message(s) to multiple recipients simultaneously.

5.3 *GoFax Receive Services* – Fax and SMS message receiving using a virtual fax number assigned to the Customer (or a Customer's number ported to GoFax) via:

- the GoFax secure web portal
- the GoFax Desktop Software
- the GoFax app
- the GoFax API
- email, using the Customer's nominated email address(es)
- other approved custom integrations

5.4 *GoFax Hosted Virtual Number Services* – Hosting of dedicated virtual fax and SMS numbers; used as sender identification for Send Services and as a destination number for Receive Services.

5.5 When using the GoFax Send Services for faxing, Customer-provided documents will be converted to a fax-friendly format, queued for processing, then sent to the nominated fax number for delivery. Documents submitted for fax sending must be in an accepted file format in order to attempt sending, see GoFax Accepted Fax File Types.

5.6 When using the GoFax Send Services for SMS messaging, Customer-supplied messages will be queued for processing then sent to the carrier network of the specified mobile number for delivery.

5.7 The Services operate on a prepaid credit basis, unless otherwise negotiated. The per-credit rate is based on the relevant Prepaid Package(s) purchased. The Send Service must have available Send Credits on the Customer's account to send faxes or SMS.

5.8 Any messages pending delivery due to 'Insufficient Credits' will remain in the system for a period of 48 hours. After such time, the messages may be cancelled without further notice.

5.9 Prepaid Send credits expire if the Customer's account has been inactive for 12 months.

5.10 GoFax Send Service fax charges are calculated as follows:

5.10.1 All faxes sent are charged on a per fax page 'successfully connected' basis. One (1) page sent to an Australian standard fax number = one (1) credit. Credit charges may vary based on destination and enabled optional settings and features.

5.10.2 A flag fall fee applies to fax send attempts where a connection is established but no valid fax connection is obtained, returning a status result of 'connection but not a fax machine'. The flag fall fee is the equivalent amount of send credits for one (1) standard quality page to the destination number's country (Refer to international credit charges).

5.10.3 If the 'High Resolution' option is selected, a 25% additional charge per page is applied per successfully sent fax page.

5.10.4 If the 'Data Sovereignty' option is selected, a 10% additional charge per page is applied per successfully sent fax page.

5.10.5 A per fax page cost of 2 credits applies for sending faxes to 1300, 13 or 1800 fax numbers in 'Standard Resolution'. Charges may vary depending on send settings or where optional settings/features are enabled.

5.10.6 International fax send rates will vary based on the destination. Refer to international credit charges for details.

5.11 GoFax Fax Broadcasting may incur the following additional charges:

5.11.1 Mail Merge sending options.

5.11.2 Broadcasts with a success rate of 70% or lower. The chargeable volume of failures will be the difference between 70% of the total numbers provided and the count of successful attempts.

5.12 GoFax Send Service SMS charges are calculated as follows:

5.12.1 All SMS messages are charged on a per SMS attempt basis. View SMS Send Status codes for chargeable statuses.

5.12.2 A maximum message size of 160 characters applies. If a longer message (multi-part message) is sent, each message has a maximum of 153 characters due to seven characters being needed to facilitate re-joining of the message on delivery. For longer messages sent, the SMS is split into two or more messages that may be reassembled on delivery, so they are a single message (or, on some handsets, may be delivered as a series of separate SMS).

5.12.3 One message sent to a standard Australian mobile number is equal to 0.8 credits. In case of sending multiple SMS messages, every additional message is again equal to 0.8 credits.

5.12.4 International SMS send rates apply and will vary based on the destination. Refer to international SMS credit charges for details.

5.12.5 Where the 'Managed SMS Replies' option is selected, SMS charges, as defined in this section (5.12), will apply for all SMS replies received and forwarded to the Customer's SMS forwarding number.

5.13 GoFax Receive Service is a subscription-based service. The service includes a monthly or annual subscription access fee and once off setup fee where applicable. Additional charges apply to incoming fax pages received over the allocated monthly quota, refer to GoFax Receive Service Pricing for details. See Section 11. Financial Terms for additional details on payments.

5.14 The GoFax Receive Service does not include an option to redirect or forward inbound fax calls to another number.

5.15 Fax messages received for the Customer via the GoFax Receive Service will be forwarded to the Customer as a PDF or TIFF file attachment to the email address(es) provided, unless retrieved via an alternative method, as listed in Section 5.3 above.

5.16 The GoFax Receive Service includes the following fax number options:

(a) System Numbers' – the Customer may choose from available Australian (02), (03), (07), or (08) fax numbers. The Customer must pay a fee of $110 (inc GST) to port System Numbers away from GoFax to another carrier or carriage provider. Refer to current GoFax Receive Service Pricing for details.

(b) 'Custom Ordered Numbers' – the Customer may order a new fax number from available locations across Australia.
(c) 'Ported Number'- where porting is available, The Customer can choose to port an existing fax number to an approved GoFax Receive plan. Porting is subject to Section 10. Number Portability. Please see GoFax Number Porting for details.

5.17 Bundled Plans and Send Packages

(a) On initial purchase of a monthly Bundled Plan subscription, the Customer is charged a pro-rata amount of the remaining days in the calendar month. Send credits and receive fax page amount are allocated on a pro-rata basis for the remaining days in the calendar month in which the new plan was purchased.

(b) Bundled Plan send credits expire at the end of each month and are non-transferrable.
(c) Send Packages are pre-purchased credits that the Customer may use with the GoFax Send Service. Subject to Section 5.9, these credits do not expire at the end of each month.

(d) Where the Customer has subscribed to a Bundled Plan, and has also purchased Send Package credits, the Send Package credits will be used after the monthly Bundled Plan send credits have been exhausted.

5.18 GoFax reserves the right to change plans, services and pricing at any time.

5.19 The Customer may move between available GoFax Receive Service and Bundled Plan subscriptions at any time. However, downgrading (moving from a higher dollar-valued plan to a lesser-dollar value plan) will incur a once-off plan change fee of $20.00 inc. GST.

5.20 From time to time, GoFax may offer a free trial of send and/or receive services. The following terms apply:

(a) Details and inclusions of the free trial will be advertised online.

(b) On request of a trial account, the Customer agrees to these Terms and Conditions, however, there is no obligation to purchase any services.

(c) A free trial is available for a potential customer to legitimately trial GoFax services. GoFax reserves the right to cancel a free trial with or without reason.

(d) In the event a GoFax Receive Service trial account is created, GoFax will issue an available number at its discretion; a number may not be ported away while its associated account is still in trial. If the Customer activates a paid GoFax Receive Service, they have the option to choose a preferred fax number in any Australian state from a list of numbers currently available online, order a new number, or port in a number. Refer to GoFax website for details.

5.21 Where The Customer requires, GoFax may offer additional services such as Custom Development, Security Questionnaire completion and/or other customised service requests. Charges apply and are quoted on a per-request basis based on the size and/or complexity.

5.22 From time to time, GoFax may offer Beta Program testing of software or services. By accessing the Beta Program, the Customer agrees to the following Beta Terms, in addition to the standard Terms and Conditions.

6. Service Delivery Time

6.1 Once GoFax receives a completed GoFax account form or online account setup is completed; and where relevant, the payment is successfully processed; GoFax will provision the relevant service(s) within our standard service provisioning time frames. Refer to GoFax Service Level Agreement for details.

(a) GoFax Send Services – If purchased online, selected prepaid GoFax Send Service packages will be activated immediately after successful payment. For all other GoFax Send services, activation will occur during business hours, within 2 business days of receipt of payment.
(b) GoFax Fax Broadcasting – once an account is registered, the service requested, and payment arrangement determined, GoFax will provide access to the service within 24 business hours.

(c) GoFax Receive Services: Instantly available system numbers will be provisioned automatically to the Customer's GoFax Receive Service and will be made immediately available after successful online payment at checkout. If the service is purchased via any other method (e.g. bank transfer, wire, etc.), an available System Number will be issued as per our standard service provisioning time frames after GoFax has confirmed receipt of payment, unless your account type has other billing methods approved.
– Custom-ordered numbers will be processed based on standard service provisioning times and on standard business days, once payment is successfully received, unless your account type has other billing methods approved.
– Ported numbers will be submitted as per our standard port provisioning times. Porting times, however, will be based on the Customer's fax number configuration, losing carrier and other factors. Refer to GoFax Porting for further details and see section 10. Number Portability.

7. Support Services

7.1 GoFax will provide customer support, Support Services, during usual business hours between 8:00am and 5:30pm AEST on Australian Business Days.

7.2 Support Services will be provided via website, email and telephone. Refer to GoFax GoFax Service Level Agreement for details.

7.3 Free Support Services are limited to "How To" questions on product usage. Other support requests may attract fees. The Customer will be notified prior to any fees being charged.

7.4 When it is reasonably practicable under the circumstances, GoFax will provide the Customer prior notice of any scheduled or unscheduled system maintenance, the time of its commencement, and likely duration. Services may be inaccessible for reasons of systems maintenance, improvement, or upgrading. Refer to GoFax GoFax Service Level Agreement for details.

7.5 In the event of any service outage, GoFax will restore the Services as soon as is reasonably practicable. Refer to GoFax Service Level Agreement for details.

7.6 The Customer acknowledges that it is impossible to maintain flawless security, but GoFax will take reasonable steps to prevent security breaches in GoFax services.

8. Ownership of Numbers

8.1 Dedicated fax or SMS number(s) issued or hosted under an active plan with GoFax are assigned for exclusive use for GoFax services by the Customer.

8.2 In the event that the Customer requests to cancel their GoFax number, any custom-ordered numbers or ported numbers that have not been ported away at the time of cancellation may be kept by GoFax and released to other customers in the future or cancelled at a carrier level. All number cancellations are subject to Section 8.5 below.

8.3 Upon cancellation of a GoFax Receive Service, all numbers, except those in the process of being ported away, will remain the property of GoFax.

8.4 All GoFax numbers will remain in quarantine for a minimum period of 6 months after service cancellation or as per regulatory requirements, then released to the public for customer reassignment. GoFax takes no responsibility for any damages caused by this number re-assignment.

8.5 In the event that the Customer requires a cancelled fax number to be reinstated, where the number is still available, a reinstatement fee of $22 inc. GST per fax number per reinstatement applies.

8.6 In the event that the Customer requires a fax number to be migrated between GoFax accounts, the Customer acknowledges that:

(a) by requesting to transfer their GoFax service(s), they will lose all received content, messages and/or images.
(b) they must download copies of all incoming fax content and history from the original account if they wish to retain this information.

(c) A $30 internal porting fee will apply per fax number migrated.

9. Monthly Receive Service Quota

9.1 Refer to GoFax Receive Service Pricing schedule for current plans and the allocated receive page's quota.

9.2 The allocated number of included fax pages that can be received is per fax number service, not per account.

9.3 Any unused monthly inbound page quota does not accrue or carry forward from month to month, nor does it carry over to other fax number services under the same account.

9.4 If the account exceeds the allocated receive quota of fax pages within a calendar month, additional per fax page rates apply as per the GoFax Receive Service Fax Plan pricing schedule.

10. Number Portability Terms

10.1 On completion of a fax or virtual SMS number Porting Authority Form, the Customer agrees to all GoFax Terms and Conditions, and this will constitute a binding order by the Customer to request the service/s detailed in the Porting Authority (the "Service/s").

10.2 The Customer acknowledges that they are authorised to make this request for the porting order of the specified number/s. GoFax will not be held liable for any damages arising from false or fraudulent representation of number ownership.

10.3 The Customer acknowledges that it is Your responsibility to provide GoFax with all accurate information required for GoFax to submit a number port. You acknowledge that incomplete or incorrect information on a port request may result in a failure to port, which may incur additional fees. You indemnify GoFax against any loss or damage it may suffer as a result of any information included on any Porting Authority form being incorrect.

10.4 The Customer understands that number portability is only available between a losing carrier and a gaining carrier where there is a bilateral agreement between them.

10.5 Port In Service

10.5.1 The Customer authorises for specified SMS or fax number/s to be ported to our carrier, for the purpose of receiving messages electronically, or otherwise as available via the methods listed under Section 5. Services.

10.5.2 Porting In of a number to GoFax is subject to the Customer's existing number carrier and configuration, the acceptance of GoFax's Terms and Conditions and a completed Porting Authority Form.

10.5.3 The Customer understands that to port number/s to GoFax, it must have an active and paid GoFax Receive Plan and applicable porting fees paid in full. See plans and pricing.

10.5.4 The Customer understands that the fax number/s with your current carrier must be active and not cancelled or in a pending cancellation state. Numbers that are submitted for

porting, that are in a cancelled or pending cancellation state, will be rejected by your and/or our carrier and incur additional 'Port Rejection fees'. Refer to Porting Pricing.

10.5.5 The Customer understands that if you attempt to port fax numbers and the numbers are associated to other numbers and/or services, your porting order may also be rejected by your and/or our carrier and incur 'Port Rejection Fees' and additional 'Port Submission fees'.

10.5.6 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 Internet, split phone/fax, EFTPOS, line hunt, or duet service.

10.5.7 By porting a number/s to GoFax, the ownership of the number/s will remain with The Customer, until such time that The Customer wishes to cancel or transfer the number service. GoFax will administer the number and associated services on your behalf.

10.5.8 The Customer understands that the type of number port required may vary depending on the current configuration, plan and/or other factors outside of GoFax's control. The Customer accepts that the porting costs associated with the Porting Order may vary depending on the type of port required (Simple or Complex), possible Port Rejections and the quantity of numbers to be ported. See 10.6 Port Charges.

10.5.9 GoFax will use reasonable commercial endeavours to complete an order within a timely manner after receiving a Porting Authority Form by the Customer with complete and accurate information and which matches the data held by the losing carrier. GoFax does not guarantee that it can complete the Porting service within a particular time, or at all.

10.5.10 The Customer understands that the service/line with their existing carrier or provider will be terminated upon successful porting of the number/s to GoFax. The Customer understands it is also their responsibility to maintain and/or review any other services on the account with the existing provider. It is the Customer's responsibility to check any charges with their existing carrier upon completion of the porting process.

10.5.11 The Customer understands that if they successfully port a number/s, where other services are dependent or connected to the number/line that this will result in a failure of the other service/s to operate. GoFax hold no responsibility for the downtime of other services as a result of a number being ported.

10.5.12 The Customer understands that if an Emergency Return is required to reverse the number ported, this process may be subject to availability, post-porting time frames and is subject to Emergency Return fees. See 10.6 Port Charges.

10.5.13 In the event of an emergency return to your previous carrier, GoFax:

(a) is not responsible for any period of outage; and
(b) is not liable to you or any person claiming through you for any damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to the emergency return (including the negligent act or omission of GoFax).

10.5.14 The Customer understands that due to telecommunication and carrier processes, an emergency port return may not be available, due to timeframes or other technical reasons. In some instances, you may be required to order a new port order with your previous carrier.

10.5.15 The Customer verifies that the information provided in the Porting Authority Form to the extent it relates to the Customer and its number details, are true and correct. It is the Customer's responsibility to ensure the 'Account Number' or underlying (connected) account number from their existing carrier is correct. The Customer acknowledges and agrees that if they do not supply the information GoFax requests on the Porting Authority Form, GoFax may not be able to provide the Services to the Customer.

10.5.16 The Customer understands that they must provide an associated physical address for all numbers. PO Box addresses cannot be accepted for the purpose of porting.

10.5.17 The Customer accepts no liability for an incorrect number being provided for porting. In the event it is identified that an illegal port-in has occurred, an emergency port-out must occur. The Customer is liable for any applicable Emergency Return fees or other fees per number. See 10.6 for Porting Charges.

10.5.18 The Customer understands that a number Port Order may be rejected by your or our carrier, for reasons outside of GoFax's control. It is the Customer's responsibility to also request or conduct any necessary Pre-porting Number Validation as needed. See 10.6 for Porting Charges.

10.5.19 The Customer understands that in the event the Customer requests to withdraw the Porting order, otherwise known as a Port Withdrawal, no Receive Plan costs or Porting Charges are refundable.

10.5.20 The Customer understands any liaison with the Customer's 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 the Customer's carrier on their behalf.

10.6 Port Charges

10.6.1 The Customer understands that there are costs involved when porting numbers and agrees to pay all relevant charges to GoFax in accordance with these Terms and Conditions and our current Porting Pricing schedule.

10.6.2 Porting fees may vary depending on the type of number and/or port being requested.

10.6.3 Porting charges are prepayable upon porting request.

10.6.4 All fees and charges relating to number porting are non-refundable.

10.6.5 GoFax Porting fees and charges may include the following.

10.6.6 Fax Porting In fee: Simple (CAT A) or Complex (CAT C), this will vary depending on the type of port required by the losing carrier. Refer to Porting Pricing online for current fees and charges. In the event that the Customer submits a Porting Authority Form and payment and then determines a different port order type is required, the Customer will be requested to pay the difference of the order type required in order to proceed.

10.6.7 Virtual SMS Number Porting fee: A per-number port fee will apply. Refer to Porting pricing online for current fees and charges.

10.6.8 If The Customers' requests to schedule a port out of Business Hours, You accept that the port will be conducted subject to availability, and additional charges will apply.

10.6.9 Port Rejection fee: this is a per number, per rejection cost. This cost will be incurred each time a number is rejected and will be based on the total of numbers being attempted for porting. See Section 10. above. Refer to Porting pricing online for current fees and charges.

10.6.10 Emergency Return: this is a per-number, per Emergency Return cost and will be applicable in the event that an Emergency Return order is requested. See Section 10. above. Refer to Porting pricing online for current fees and charges.

10.6.11 GoFax will charge a port rescheduling fee if a rescheduling request is submitted by The Customer for a port that has been submitted to our carrier. The fee charged depends on the time of the rescheduling request and the sequence. Refer to our Porting Pricing Schedule.

10.6.12 GoFax will charge a port cancellation fee if a submitted porting request is cancelled. The fee charged depends on the time of the cancellation. Refer to Porting pricing Schedule.

10.6.13 The Customer understands that their existing/losing telecommunications carrier may have charges for porting out of numbers and/or contract terms for the numbers, 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' losing carrier.

10.7 Porting Service Delivery Time

10.7.1 On receipt of a completed and correct Porting Authority Form, GoFax will commence the number porting processing to our carrier within our Provisioning Service Level Agreement times specified. The Customer understands that the total porting time frames may vary from carrier to carrier and/or based on the number type, configuration, or its associated numbers.

10.7.2 GoFax and its carrier will use their 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 and its carrier/s are not liable for any loss or damage the Customer may sustain as a result of delayed connection or porting completion.

10.7.3 The Customer understands that number connectivity issues may arise as a result of number porting. GoFax accepts no responsibility or liability for carrier-to-carrier connectivity

issues, including but not limited to number routing, number tables and call mapping across carriers.

10.7.4 The Customer acknowledges that while GoFax and its carrier 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 porting process, our carrier may cancel all or part of this porting application. GoFax will not be liable for any loss or damage the Customer may sustain as a result.

10.7.5 Should a Porting order get rejected by our carrier, GoFax will advise by email to the person who submitted the order. The Customer is responsible for all liaison with their releasing carrier and, where applicable, to communicate with GoFax if the Customer wishes to proceed to resubmit the Porting order. Additional porting fees may apply for Port order resubmission.

10.8 Porting Away Service

10.8.1 If the Customer requires their fax or virtual SMS 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/s. Porting from GoFax to another carrier will be conducted in accordance with the LNP Code, and where bilateral arrangements permit porting.

10.8.2 When a number/s is requested to be ported away, management of the porting away, including overall duration for the porting away process, is the responsibility of the gaining carrier.

10.8.3 Upon receipt of a porting-away request via our carrier, GoFax will act and respond in a timely manner.

10.8.4 If the Customer ports away a number/s, it is the responsibility of the Customer to request to cancel any applicable GoFax plans connected to the number/s. Failure to do so will result in ongoing subscription charges. All charges are non-refundable.

11. Financial Terms

11.1 Unless otherwise stated, all prices are inclusive of the statutory rate of Goods and Services Tax (GST) in Australia, currently 10%

11.2 Refer to current GoFax Send Service pricing, GoFax Fax Broadcasting pricing, Bundled Plan pricing or GoFax Receive Service pricing online. Pricing may change at any time without any prior notice. Any changes to pricing will occur on future charges, not retrospectively (previous charges). Any pricing changes will be posted online.

11.3 GoFax Send Service prepaid credit packages must be purchased using a credit card via the Customer's online account, unless otherwise negotiated. Refer to website for details.

11.4 The Customer may request an advance of send credits to tide their account until payment has been received by GoFax and prepaid credits can be allocated to their account. Each approved request will be charged a $20.00 inc. GST admin fee. GoFax reserves the right to approve or reject these requests.

11.5 GoFax Fax Broadcasting is available as a prepaid or, if approved, a post-paid basis.

11.6 All GoFax post-paid services incur standard payment terms of 14 days from date of invoice. A late fee of $15.00 inc. GST will apply to invoices not paid within these terms. The Customer agrees to pay all late fees applied on the Customer's overdue account. If the Customer's account remains unpaid and is forwarded to our debt collection agency, the Customer agrees to pay all costs associated with the debt collection.

11.7 The following financial terms are applicable to the GoFax Receive Service and Bundled Plan subscriptions:

(a) Automated Monthly Billing (credit card): The service is paid in advance. The first payment will be a pro-rata charge for the remainder of the calendar month (a minimum amount of $1.50 inc. GST applies to any pro-rata charge for the first payment). Monthly charges occur on the first business day of each calendar month and will be automatically charged to the credit card provided by the Customer. Inbound fax page excess usage over the included per month quota will be charged the following billing cycle and billed to the Customer's nominated credit card.

(b) Automated Annual Billing (credit card): This service is paid in advance. Subsequent annual charges will occur on the first business day of the month following the renewal date. Excess usage is calculated on a month-by-month basis (not averaged over each month). A charge will occur once the usage amount exceeds $5.00 inc. GST and will be automatically processed against the Customer's credit card on the first business day of the next calendar month.

(c) Monthly Post-paid Billing, as approved: The service is paid in arrears with a monthly minimum amount of $110 inc. GST invoiced to the Customer at the beginning of the succeeding month. Inbound fax page excess usage over the included monthly quota is calculated on a month-by-month basis (not averaged over each month). Any applicable excess charges will be billed in arrears, for previous month(s).

(d) Annual Prepaid Billing (non-automated credit card payment): The service is paid in advance with an annual minimum invoice amount of $110 inc. GST. Payment is not automatically charged against the customer's credit card. Inbound fax page excess usage over the included monthly quota is calculated on a month-by-month basis (not averaged over each month). Subject to Section 10.6, any applicable excess charges will be billed in

arrears, for previous month(s) once the excess inbound page charges amount exceeds $20.00 inc. GST.

11.8 Failure to process automatic online credit card payments for GoFax subscription-based plans and associated charges, such as GoFax Receive Services or Bundled Plan subscriptions, may result in penalty fees after the second failed attempt to successfully process payment. Failure to pay any outstanding service fees within 14 days will result in service deactivation and/or cancellation.

11.9 In the event that a GoFax Number Service is cancelled, by request, failure to make payment or any other means, GoFax does not guarantee that the same hosted number will be available for reactivation, nor does GoFax guarantee it will continue collecting messages sent to the cancelled service number. See Section 8. for details on number ownership and cancellation.

11.10 GoFax accepts credit card payment for services provided.

(a) Credit card payments are accepted using Visa, MasterCard and American Express. All online transactions processed via secure and trusted payment gateways.

(b) When payments are provided over the telephone, GoFax abide by strict procedures for processing and updating payments.

(c) GoFax will at no time ask the Customer to provide credit card details via email.

11.11 Chargebacks: Incorrectly initiated credit card chargebacks by the Customer, including chargebacks against billing errors or other billing disputes, will incur a $55 inc. GST administration fee per chargeback plus the original amount for the goods or services provided.

11.12 Billing disputes: The Customer may, within 3 calendar months of the invoice date, dispute any line item within the invoice by giving written notice of the dispute to the GoFax Support team. The Customer may not dispute an invoice based on a claim that the invoice services included fraudulent messages.

11.13 Financial Hardship: If a Customer's ability to make on time payments has been adversely affected by influences out other their control, GoFax may be able to offer payment plans or other assistance. Customers must contact GoFax's accounts team to request a copy of GoFax's Payment Assistance Policy and to determine if they qualify for assistance.

12. Refund Policy

12.1 In the event that the Customer has a change of mind, incorrectly purchases, or no longer requires the GoFax service(s), the following policies for refund apply:

(a) Prepaid GoFax Send Service packages – No refund will apply to any prepaid GoFax Send Service packages and/or credits, used or unused. Prepaid credits are non-transferable

between services or accounts.

(b) Prepaid GoFax Fax Broadcasting – No refund will apply to any prepaid GoFax Fax Broadcasting credits, used or unused. Prepaid credits are non-transferable between services or accounts.

(c) Monthly prepaid GoFax Receive Services – No refund will apply to any initial setup fee, previous or current months' prepaid GoFax Receive Service subscription.

(d) Annual prepaid GoFax Receive Service and Bundled Plan subscriptions – On request, a refund of any fees due will be made to the originating credit card used or bank account details provided by the Customer.

1. Any discounts that are made available for annual plans do not apply where cancellation is made part way through the billing year. No refund will apply to any initial setup fee, previous or current month's prepaid GoFax Receive Service or Bundled Plan subscription.

2. An early termination fee of $20 inc. GST applies per annual prepaid subscription cancellation request.

3. An eligible refund is calculated based on the payment made by the Customer for the annual plan, less the early termination fee and less the months used, including the current month at the monthly going rate for the GoFax Receive Service and Bundled Plan subscription being terminated.

(e) Virtual SMS numbers – No refund will apply to set-up fees, past or current monthly fees, incorrect purchases, or instances where the Customer has changed their mind or no longer requires the Virtual SMS Number service.

(f) Custom Development – no refund will apply if a customer has a change of mind or no longer requires the custom development once custom development has commenced. Commencement begins once the custom development work is approved by the Customer and the deposit is paid.
(g) Porting fees and charges- all fees and charges relating to number porting are non-refundable

12.2 In the event that the auto top-up feature is activated on a GoFax Send Service account and a Send Package is automatically topped up, no refunds will apply. This feature can be turned off at any time and is the responsibility of the Customer to manage.

12.3 Where a refund is applicable, GoFax will refund any amounts to the originating credit card used or for invoiced accounts using , the nominated bank details provided by the Customer.

12.4 Subject to Sections 11.1 and 11.3, if the bank details provided by the Customer are incorrect, GoFax may deduct an administration fee of $11 inc. GST per transaction rejection from the remaining refundable amounts.

12.5 A refund of overpayment of an invoice will not be made if there are other outstanding invoices on the Customer's account.

13. Customer Responsibilities and Message Recovery

13.1 The Customer agrees not to use the Service for any other purpose than that for which it is intended.

13.2 The Customer warrants that the content of their sent messages will not infringe the copyright or other intellectual property rights of another person. The Customer must not disseminate through the services any content that is:

(a) abusive, harassing, or obscene,

(b) unsolicited,

(c) illegal in Australia,

(d) illegal in any country to which the dissemination occurs,

(e) harmful code, or,

(f) defamatory or offensive.

13.3 The Customer is responsible for ensuring that all messages sent using the GoFax Send Service or GoFax Fax Broadcasting services are compliant with their relevant legislation applicable to message types and/or location or country of the recipient. The Customer is to exempt GoFax from third party claims for compensation for damages should the sending of a fax message be unauthorised or fail to meet legislative requirements.

13.4 The Customer must ensure if they are sending faxes within Australia that they are compliant with the *Do Not Call Register Act 2006* and the *Telecommunications (Fax Marketing) Industry Standard 2021* and any applicable legislation in the recipient's destination country.

13.5 The Customer is responsible, unless managed by GoFax, to adhere to required times that marketing faxes can be sent. The Customer must ensure they comply with the *Telecommunications (Fax Marketing) Industry Standard 2021* by disclosing all required information on the marketing fax document including an opt-out facility. The Customer must also ensure they adhere to the limit of faxes sent within the specified period.

13.6 GoFax is not obligated to check the Customer's address lists to confirm that all the addresses comply with the regulation in Section 13.4 above.

13.7 When using the GoFax Fax Broadcasting service, the Customer is responsible for management of their contact lists, including the removal of any numbers where the recipient

has chosen to opt out of future marketing campaigns.

13.8 The Customer must ensure when sending SMS messages within Australia that they are compliant with requirements under the *Spam Act 2003*.

13.9 GoFax may suspend access to the Service for a particular period or may terminate the Agreement immediately upon giving notice if the Customer uses the Service:

(a) unlawfully; or
(b) in contravention of a relevant industry or government code: and or

(c) which breaches Section 13.2 above.

13.10 The Customer agrees that they are responsible for activating and/or implementing the appropriate security measures and settings for the secure sending or receiving of fax messages via GoFax. GoFax make available a range of solutions and settings to enhance transmission security. GoFax recommend such features be activated on the Customer's account where needed. Contact Support for assistance.

13.11 The Customer agrees that the Customer is solely responsible for implementing the Customer's own procedures to satisfy the Customer's own requirements for accuracy of data input, output, and content, including the performance of necessary testing before sending messages.

13.12 The Customer agrees that when using the GoFax Fax Broadcasting service, the Customer is solely responsible for checking GoFax samples and all details prior to starting campaigns.

13.13 GoFax will display sent and received fax and SMS message content history within the Customer's secure online account for a default period of 90 calendar days, unless Auto Delete or custom data retention settings are activated. After such time, this data/content is no longer available online. GoFax does not guarantee that data after this time is available or retrievable.

13.14 The Customer agrees that they are solely responsible for implementing their own procedures to satisfy their own requirements for accuracy of information management, archiving and backup of messages sent and received via GoFax. If the Customer fails to manage the information, GoFax does not guarantee that the lost information can be recovered.

13.15 In the event that the Customer requires the recovery of information, including but not limited to already emailed fax messages to the Customer, if the information is recoverable, fees and charges will apply. Contact GoFax for relevant quotes.

13.16 It is the responsibility of the Customer to safeguard their login details, account access, including GoFax API Token access, email identity and any approved email-to-fax users (Allowed Senders) added to the Customer's account.

13.17 Where API tokens are used for accessing GoFax services, they should be treated like any username/password and securely stored. It is the Customer's responsibility to ensure the safe handling of all tokens used on their account.

13.18 Wildcard domains: It is the Customer's responsibility to ensure that no unauthorised person or entity can send from any individual address and/or wildcard domain. GoFax will not be responsible for any liability, including privacy breach, due to use of an Allowed Sender email addresses or wildcard domains that are incorrect, shared or otherwise outside the GoFax account holder's control. Wildcard domains should only be configured where the Customer is certain that everyone with access to that domain for email sending is authorised to send faxes/SMS via the Customer's account using GoFax. The Customer may not use a public email domain.

13.19 GoFax accepts no responsibility for fraudulent access to the Customer's GoFax account.

(a) GoFax makes available additional security features such as two-factor authentication, and recommends such features be activated on the Customer's account.

(b) GoFax also recommend implementation of Sender Policy Framework (SPF) records on the Customer's domains. The GoFax servers will check for any SPF records and if active will authenticate the email based on SPF.

13.20 The Customer agrees that they are solely responsible for managing the security of login details where Single Sign-On is in use with GoFax.

(a) Where active and required, The Customer must ensure that all Users with permissions to access GoFax services are manage by your organisations central login management.

(b) The Customer is responsible for ensuring that any applicable access to GoFax service is terminated as required by your organisation.

(c) The Customer is responsible for all messages sent and received by its Users regardless of the authentication method being used.

14. Exclusion and Limitations of Liability

14.1 The Customer agrees to indemnify and hold harmless GoFax, from and against any action, claim, loss, damage, cost, expense (including reasonable legal fees) or other liability arising out of or otherwise in connection with the provision of the Service.

14.2 To the extent permitted by law, the Customer understands and agrees that the Service is provided on an "as is" basis. The Customer will use all GoFax services at their own risk.

14.3 The Customer is to exempt GoFax from third party claims for compensation for damages should the dispatch of a fax or SMS message be unauthorised.

14.4 The Customer acknowledges that GoFax have not made any representations or warranty's that are not expressly contained in GoFax's Terms and Conditions.

14.5 The Customer must not rely upon any statement or representation by GoFax or on GoFax's behalf that is not expressly contained in the terms and conditions GoFax set.

14.6 If any condition or warranty is implied into this Agreement by the *Competition and Consumer Act 2010 (Cth)* or any other applicable legislation for the time being in force which cannot be excluded by this agreement, the liability of GoFax for breach of any such implied condition or warranty shall be limited, at the option of GoFax, to the re-supply of the Service or the payment of the costs of having the Service supplied again.

14.7 The GoFax Agreement is governed by and to be construed according to the laws within the state of Queensland, Australia.

14.8 The place of jurisdiction shall be the court having jurisdiction where GoFax has its main office. In the event that one of the above points should be ineffective, the remaining points shall retain their validity.

15. Third Party Integrations

15.1 When the Customer accesses GoFax via a Third-Party Product or integration, it does so at its own risk. Any use of a Third-Party Product is subject solely to the terms and conditions governing such Third-Party Product (and the Customer shall materially comply with such terms and conditions), and any contract entered into, or any transaction completed via any Third-Party Product, is between the Customer and the relevant third party, and not with GoFax.

15.2 GoFax makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Product, integration or any contract entered into and any transactions completed by the Customer with any such third party.

15.3 The Customer acknowledges that use of a Third-Party Product or integrations may involve the exchange of Customer Data between GoFax and the Third-Party Product. The Customer acknowledges and agrees that, if the Customer or a User installs or enables a Third-Party Product or integration, the Customer grants GoFax permission to allow the provider of such Third-Party Product to access Customer Data solely to the extent required for the interoperation of the Third-Party Product with GoFax or as the Customer may otherwise authorize or direct.

15.4 Without limiting the generality of the foregoing, if the Customer subscribes in an Order Form to any Third-Party Product or integration, Customer is expressly agreeing to be bound by the terms and conditions applicable to such product and/or services.

15.5 The Customer is responsible for ensuring the safe handling of API tokens or other GoFax account information in the event that the Customer is engaged with a third-party. GoFax will accept no responsibility for any loss or damages caused.

16. GoFax App, GoFax Print Driver, Custom Development and Software Use

16.1 The GoFax Progressive Web App allows users with an existing GoFax account and active paid services to use the app for sending or receiving fax/SMS messages.

16.2 As per Section 14.2, the Customer understands that they are using the GoFax App and GoFax Printer Driver on an 'as is' basis. The Customer is responsible for assessing its suitability for use in line with their business, industry and/or legal requirements.

16.3 In using the GoFax App, the Customer understands that:

(a) The GoFax App will require access to photos or files to attach fax documents for sending. GoFax will only access photos/files for the specific process of attaching and sending fax messages submitted by the Customer.

(b) Updates to the GoFax App will be automatically published from time to time to enhance and improve the Customer's access to Services. At its discretion, GoFax will endeavour to communicate all major updates to the app.

(c) GoFax will use reasonable efforts to have the GoFax App approved by the IOS and Google Play app stores, however the Customer will not be entitled to a refund of any fees or subscriptions incurred should the app not be available in the app stores.

16.4 In using the GoFax Printer Driver, the Customer understands that:

(a) By installing the GoFax Print Driver, the Customer agrees to the GoFax Terms. The GoFax Print Driver allows users to use the print to fax and fax to print features from a compatible device.

(b) The Customer understands that to use the GoFax Print Driver, they must have a GoFax account with active send and/or receive fax services and a configured GoFax API Token.

(c) The Customer is responsible for ensuring their device is compatible with the listed GoFax Print Driver system requirements including, but not limited to operating system, disk space required, memory and supported printers.

(d) Basic how-to installation and assistance with general use is available for the GoFax Print Driver. Support may not be possible where user's system requirements or hardware device needs further troubleshooting.

(e) The GoFax Printer Driver requires an Internet connection to operate correctly.

(f) The Customer may uninstall this GoFax Print Driver at any time, using the standard uninstall procedures of their device. GoFax is not responsible for physical device support.

(g) Please note that some artifacts will remain on the Customer's system after they have uninstalled the GoFax Printer Driver. These artifacts cannot be removed by the uninstall process but can be removed manually using standard file/folder/registry-entry deletion methods.

16.5 GoFax, and any related entity or party of GoFax, will not under any circumstances accept liability for any damages or losses to the Customer be they direct, indirect, incidental, identifiable, special or consequential, arising from not being able to use, or fully use, the GoFax App or GoFax Printer Driver., Or arising from any mistake, omission, interruption, deletion or loss of data or virus, which affects the performance or availability of the GoFax App or GoFax Printer Driver, or the ability to transact via the app.

16.6 The Customer must have its own security measures to ensure secure access and use of the GoFax App, GoFax Printer Driver and associated fax and SMS services.

16.7 The Customer will be responsible for all credits used via the GoFax app or Print Driver. Refer to standard fax/SMS Pricing for credit charge calculations.

16.8 The GoFax Printer driver, GoFax App and other custom-developed software may use third-party software. The Software may include code developed by one or more third parties ("Third-party Software"). Some Third-party Software may be subject to other terms and conditions.

17. Compliance, Confidentiality and Data Privacy

17.1 GoFax shall not disclose to third parties nor use for any purpose other than for the proper fulfilment of the purpose of this Agreement any information or content received from the Customer in whatever form under or in connection with this Agreement without the prior written permission of the Customer.

17.2 The above-mentioned limitations shall not apply to information which:

(a) was in the possession of GoFax prior to disclosure hereunder as proven by the written records of GoFax; or

(b) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or

(c) was disclosed by a third party without breach of any obligation of confidentiality owed to the Customer; or

(d) was independently developed by personnel of GoFax; or

(e) is otherwise required to disclose to a government authority as required by law, or

(f) if required to facilitate services with our carriers for the provision of GoFax services.

17.3 GoFax will not sell the Content or Information of the Customer to any person.

17.4 GoFax will ensure all personal customer information, account data and credit card details are kept in a secure location.

17.5 All information will be kept confidential to the best of our ability; however, due to the nature of online communication we cannot guarantee the security of transmissions which occur beyond our security control limitations. Messages are securely delivered to gateways for delivery by suppliers agreeing to the *Privacy Act 1988* (Cth), as amended and the Australian Privacy Principles (APP's), personal information is not shared to third parties for marketing or trading purposes and will be only be provided to internal companies associated with GoFax Pty Ltd on a need to know basis.

17.6 GoFax will store all information required for message processing for at least the period reasonably necessary to fulfill the purposes outlined in these Terms and Conditions unless a longer retention period is required by law.

17.7 Under the Australian Communications and Media Authority IPND code, GoFax is required to obtain and share information associated with your numbers/s to meet regulatory requirements to the Australian-appointed IPDN manager. The information required to be shared is including but not limited to the fax number/s, customer name, the physical address of the customer, or an alternate address.

17.8 To ensure compliance with the Integrated Public Number Database (IPND), all GoFax fax numbers when ordered or ported will have a number Directory Listing as "Unlisted" with the Directory Usage Code set to "Business". The Customer may request GoFax to change this at any time.

17.9 Under the Telecommunications (SMS Sender ID Register) Industry Standard 2025, alphanumeric SMS Sender IDs must be submitted to the ACMA for registration. GoFax will be required to collect and share information, including but not limited to the requirements set out by ACMA. This may be the first name, last name, business name, Australian business number, address and other details required to facilitate this registration.

17.10 As part of Services requested under 10. Number Portability, The Customer authorises GoFax and/or its agents to obtain information from your current carrier in relation to the Service details to facilitate ports for services listed on any Porting Authority form.

17.11 As part of Services requested under Section 10. Number Portability, the Porting of any number will be conducted in accordance with the "Australian Communications Industry Forum, Industry Code - Local Number Portability ACIF C540:2013 Dec 2013" ("LNP Code") and any bilateral arrangements. Subject to the GoFax Porting terms and conditions, The Customer may port a number from a previous carrier to GoFax if that number is declared portable under the ACMA Numbering Plan 2015 and no exemption has been granted by the ACMA.

17.7 Account security and scam prevention. Scammers can use a variety of methods to impersonate legitimate businesses and obtain personal and private information. If a Customer believes they have been scammed, they should report it to Scamwatch website. immediately via the Scamwatch website. Reporting a scam helps the ACCC to warn people about current scams, monitor trends and disrupt scams where possible. Customers can visit https://www.scamwatch.gov.au/get-help/where-to-get-help and can access GoFax articles on managing the compliance and security in your GoFax account.

18. Legal Notice

18.1 The current rates and pricing for using the Services may be obtained on the GoFax website or by contacting GoFax. GoFax reserves the right to change fees, surcharges, and monthly subscription costs or to introduce new fees at any time.

18.2 If the Customer has a question or complaint regarding the Service, please contact us at support@gofax.com.au. You may also contact GoFax in writing by post to GoFax, PO Box 199, Maroochydore, Queensland, 4558. Australia.

19. Accessibility and Contact

19.1 Accessibility: If a Customer or visitor experiences difficulty with any content on the GoFax website, or if assistance is required with any part of our site, please contact GoFax support during normal business hours and for assistance.

19.2 If the Customer has any questions about these Terms and Conditions or otherwise needs to contact GoFax for any reason, please email support@gofax.com.au.

You may obtain a copy of our current terms and conditions by dowloading a copy or by contacting GoFax support.