

GoFax® Fax Number Porting Terms and Conditions

Last modified 1st August 2019.

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, Our”) will provide Fax Number Porting services to our Customers (Hereinafter known as “The Customer/s, 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. The customer does so by submitting a porting authority form to us for actioning.

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 a binding order by the Customer to order the service/s detailed in the Porting Application (the “Service/s”) on the terms of the Agreement.

2. Definitions

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

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

2.2 Standard Porting generally refers to a single, simple number on a PSTN line with no enhancements.

2.3 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.

2.4 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.

2.5 Commencement Date means the date that GoFax will submit the fax number porting order to our carrier.

2.6 Fees means:

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

2.7 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 but not limited:

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

2.8 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.

2.9 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 corporate bodies 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 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, 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, it 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 [plans and 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 maintain any other services on the account with the existing provider. It is your responsibility to check any possible charges with existing carrier upon completion of porting process.

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, line hunt, duet etc. The Customer understands that if they successfully port a fax number/s, where other services are connected to the fax number/line that this 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 are true and correct.

4.8 The address details provided by The Customer must be a physical address. PO Box addresses cannot be accepted for the purpose of porting.

4.9 The Customer understands that a fax number port request may be rejected by your or our carrier, for reasons contained, but not limited to, items in 5.1 above or due to incorrect information supplied by The Customer in the porting application. 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 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.

4.11 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 your carrier on your behalf.

4.12 GoFAX will charge a porting cancellation fee if a submitted porting request is cancelled. The fee charged depends on the time of the cancellation.

(a) Cancellation requested after the order has been submitted to our carrier but before the planned/scheduled porting date: cancellation fee is 100% of the porting fees.

(b) Cancellation requested on the planned porting date: cancellation fee is 150% of the porting fees. (c) In all other cases the cancellation fee is 50% of the porting fees.

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 pre-payable 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 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.

6. Porting Service Delivery Time

6.1 On receipt of a completed and correct Porting Application, GoFAX, will commence the number porting lodgment. The Customer understands a 'Standard' porting may take up to 30 calendar days to be finalised and a Complex port may take up to 120 calendar 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.

6.2 GoFAX and its carrier 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 and its carrier are not liable for any loss or damage The Customer may sustain as a result of delayed connection.

6.3 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 installation 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.

6.4 Should a porting order get rejected by our carrier, GoFAX will advise by email to the person who submitted the order. You have five (5) business days from date of rejection to liaise with the releasing carrier and provide updated details to GoFAX to resubmit the porting order. If the resubmission of the porting order gets rejected again, the order will be withdrawn. A \$20 inc GST fees per rejection and number applies. You may submit a new porting request. Applicable porting fees will apply to the new order.

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 they wish to transfer the number to.

7.2 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.

7.3 Upon receipt of a porting away request via our carrier, GoFAX will act and respond in a timely manner.

7.4 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

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.