

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 “The Customer/s;”). 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 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 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.

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

2.3 Content means data, information, images, and all other content that The Customer receives and sends via GoFax.

2.4 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.

2.5 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; and

(c) industrial action or strikes.

2.6 Services refer to the GoFax services provided by GoFax including but not limited to GoFax Send, GoFax Fax Broadcasting, GoFax Fax to Email Receive Fax, 1300, 13 and 1800 Virtual Fax Numbers and GoFax SMS services.

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

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

3. Interpretation

3.1 In this Agreement, unless the contrary intention appears:

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

3.2 If any term, covenant, item 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 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 authorised account holder email address. GoFax will send a confirmation of cancellation to the Customer.

4.3 The Agreement can be cancelled by GoFax at any time without reason for termination. In the event that GoFax terminates the account, remaining prepaid values may be refunded, see Item II. Refund Policy.

4.4 In the event a GoFax service is requested to be terminated by The Customer, the service/s will be cancelled immediately upon this request or at the latest by the end of the calendar month. GoFax will provide a confirmation to The Customer in writing. See Items 10 and 11 regarding Financial Terms and Refund Policy.

4.5 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.

4.6 GoFax requires 30 days written notice to cancel 1300/1800 fax number services. The cancellation request must be sent from the authorised account holder email address.

5. Services

5.1 GoFax Send Services - In accordance with this Agreement, if purchased the GoFax Send service, GoFax will provide the Services to The Customer by enabling The Customer to send fax or SMS messages from their nominated email address/s, from the GoFax Desktop Software, or fax via the GoFax API or SMTP connection.

5.2 The GoFax Send Service operates on a prepaid credit basis, unless negotiated, see Item 10 Financial Terms. The per credit rate is based on the relevant Prepaid Package/s purchased, unless negotiated. The Send Service must have available send credits on The Customer's account in order to send faxes or SMS.

(a) 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.

(b) GoFax Fax Broadcasting- In accordance with this Agreement, GoFax will provide the fax broadcasting service by enabling The Customer to send faxes using a dedicated Fax Broadcast online service.

5.3 The GoFax Fax Broadcasting service operates on either a prepaid credit basis, or post-paid basis, see Item 10 Financial Terms.

5.4 Any prepaid GoFax Send or Fax Broadcasting credits do not expire. In the event that The Customer requests the service and/or account to be cancelled, unless requested by The Customer, all remaining send credits will be lost.

5.5 Using the GoFax Fax Send service, faxes will be converted and then attempted to be delivered to the nominated fax number. Fax messages attached must be in an accepted file type in order to attempt sending, GoFax Accepted Fax File Types.

5.6 Using the GoFax Fax Broadcasting service, The Customer can broadcast a fax message/s to multiple recipients simultaneously, via a self-managed online secure portal. Faxes will be converted and then attempted to be delivered to the nominated fax numbers. Fax messages attached must be in an accepted file type in order to attempt sending. See Fax Broadcast Instructions for details.

5.7 GoFax outbound fax charges are calculated as follows:

5.7.1 All faxes sent are charged on a per fax page 'successfully' sent basis. One (1) page sent to an Australian standard fax number = One (1) credit. Refer to Item 5.7.2.

5.7.2 A flag fall fee applies to outbound fax 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 standard quality page to the destination number's country (see GoFax® International Fax Send Service).

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

5.7.4 A per fax page cost of 2 credits applies to sending faxes to 1300, 13 or 1800 fax numbers.

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

5.7.6 Mail Merge sending options for fax broadcasting are available. Additional charges apply, contact us for details.

5.8 Using the GoFax SMS Send service, The Customer can send SMS messages from email, the GoFax Desktop Software, the GoFax API or using SMTP connection. SMS messages received will be converted and then attempted to be delivered to the specified mobile number.

5.9 All SMS sent via GoFax are charged on a per SMS attempt basis. One (1) SMS is based on the message containing up to 160 characters including all spaces. 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.

5.10 GoFax Receive Fax Service - In accordance with this Agreement, if purchased the GoFax Receive service, GoFax will provide the Services to The Customer by enabling The Customer to receive fax messages into their nominated email address/s via a virtual fax number assigned by GoFax or ported to GoFax.

5.11 The GoFax Receive Service does not include an option to redirect or forward calls received on any GoFax Fax Receive Number to another GoFax Fax Receive number or a number hosted externally to GoFax.

5.12 GoFax Receive is a subscription-based service. The service includes a monthly access fee and once off set up fee where applicable. Additional charges apply to incoming fax pages received over the allocated monthly quota, see GoFax Receive Pricing for details. See Item 10. Financial Terms for additional details on payments.

5.13 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/s provided.

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

(a) GoFax 'Standard Receive Service': Choose from a system issued (02), (03), (07), or (08) CBD fax number. See current GoFax Receive Pricing for inclusions. Note: Fax Number Porting is not available under this option.

(b) GoFax 'Premium Receive Service': Choose to order a new fax number in almost any location or exchange in Australia or where possible choose to Port an existing fax number to GoFax. See current GoFax Receive Pricing for inclusions. See GoFax website for details and porting terms and conditions.

(c) GoFax 'Corporate Receive Service': Choose to order a new fax number in almost any location or exchange in Australia or where possible choose to Port an existing fax number to GoFax. See current GoFax Receive Pricing for inclusions. See GoFax website for details and porting terms and conditions.

(d) GoFax 'Enterprise Receive Service': Choose to order a new fax number in almost any location or exchange in Australia or where possible choose to Port an existing fax number to GoFax. See current GoFax Receive Pricing for inclusions. See GoFax website for details and porting terms and conditions.

5.15 GoFax Send and Receive service plans can be treated as separate optional services combined within one customer account, or where a Bundled Plan is selected, bundled into a monthly plan subscription.

5.15.1 Downgrading GoFax Fax Receive or Bundled plans will incur a once-off plan change fee of \$20.00 incl. GST. No fees apply to upgrade GoFax Fax Receive or Bundles plans.

5.15.2 GoFax Bundled Plan credits expire each month and are non-transferrable.

5.15.3 Where a GoFax Bundled Plan is selected and additional Send Package credits are purchased, these credits will not expire. Any additional Send Package credits will be used only once the Bundled package credits have been used each month.

5.15.4 GoFax Bundled Plans cannot be downgraded to a Standard Receive Plan.

5.16 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 as set out above and below, 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 at their discretion, if they deem the use of the service/s to be illegitimate.

(d) In the event a GoFax Receive trial account is created, GoFax will issue any number available. If The Customer activates a paid Receive service they have the option to choose their preferred fax number in any Australian state, or order a new number, see GoFax website for details.

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 these time frames:

(a) GoFax Send Services - If purchased online, the Prepaid GoFax Send service will be activated immediately after payment is successful for the selected package. For all other GoFax Send services, activation will occur during business hours, within 2 business days of receipt of payment.

(b) GoFax Fax Broadcasting Service - 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 Service 'Standard Receive' number - If purchased online, a new system issued fax number will be provided automatically and immediately after payment is successful. If purchased via an invoiced account, a new system issued fax number will be provided as per our Provisioning SLA Terms once GoFax has received payment, unless negotiated.

(d) GoFax Receive Services with new custom or special ordered fax numbers will be ordered as per our Provisioning SLA Terms once GoFax has received payment, unless negotiated.

6.2 GoFax Receive Service with Number Portability - see GoFax Porting Service for eligibility and pricing. View Porting Terms and Conditions for delivery times and additional details.

7. Support Services

7.1 GoFax will provide Support Services during usual business hours between 8.30am and 5.30pm EST on Business Days.

7.2 Support Services will be provided via website, email and telephone.

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

7.4 When it is reasonably practicable under the circumstances, GoFax will provide The Customer prior notice of any system maintenance time, the time of its commencement, and likely duration.

7.5 In the event of any service outage, GoFax will restore the Services as soon as is reasonably practicable.

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 Fax Numbers

8.1 The fax number/s issued by GoFax for the GoFax Receive Service are owned by GoFax and/or its related entities during the time The Customer has a Receive Service with GoFax.

8.2 Should The Customer request to cancel their GoFax Receive Service and keep the fax number, only those custom ordered fax numbers and fax numbers which were originally ported to GoFax under the Premium Receive plan can be ported away (transferred out).

8.3 In order to Port Away a fax number The Customer will incur a once off \$110 incl. GST Port Away Fee.

8.4 Upon cancellation of a GoFax Receive Service, all fax number/s, except those which are requested and available to ported away (see Item 8.2 above), will remain the property of GoFax.

8.5 In the event that The Customer requests to cancel their ported in fax number under the GoFax Premium Receive service, and does not wish to port away the fax number/s, GoFax may keep this number for future release to other customers.

8.6 On fax number cancellation, GoFax fax numbers will remain in quarantine for a minimum period of 6 months then released to the public for reassignment to a potential new customer/s and as such, GoFax take no responsibility for any damages caused by this number re-assignment.

8.7 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 incl. GST per fax number per reinstatement applies.

9. Monthly Receive Service Quota

9.1 See GoFax Receive Pricing schedule for current plans and 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, the additional per fax page rates as per the GoFax Receive Fax Pricing schedule will apply. See Item 10 Financial Terms for how these additional page charges apply.

10. Financial Terms

10.1 All prices are inclusive of the statutory rate of Goods and Services Tax (GST) in Australia, currently 10%.

10.2 See current GoFax Send Pricing, GoFax Fax Broadcasting Pricing or GoFax Receive 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.

10.3 GoFax Send prepaid packages must be prepaid using a credit card via the Customers online account, unless negotiated. See website for details.

10.4 A \$20.00 incl. GST admin fee may apply for issuing tide over send credits in the event of an invoice awaiting payment but the customer requesting to add credits to an account. This is a per request/credit allocation fee. GoFax reserves the right to approve the allocation of tide over credits at their discretion.

10.5 GoFax Fax Broadcasting is available on either a prepaid or on approval, a post-paid basis. Contact us for details. See below for payment terms.

10.6 All GoFax post-paid services incur standard payment terms of 14 days from date of invoice. A late fee of \$15.00 incl. 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. In the event that 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.

10.7 The following financial terms are applicable to the GoFax Receive services:

(a) Monthly Billing (Credit Card Only): The service is paid in advance. The first payment will show a pro-rata charge for the remainder of the calendar month (a minimum amount of \$1.50 incl. 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 in the following billing cycle and billed to the customer's nominated credit card. A charge will occur once the accumulated usage amount exceeds \$5.00 incl. GST and will be processed to the customer's credit card on the first business day of the next calendar month.

(b) Annual Billing (Credit Card): This service is paid in advance. Subsequent annual charges will occur on the first business day of the month the renewal is due. 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 incl. GST and will be processed to The Customer's credit card on the first business day of the next calendar month.

(c) Invoiced Accounts: Prepaid invoiced accounts are available for annual or monthly billing where the total invoice amount is \$110.00 incl. GST or greater. 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, once the excess inbound page charges amount exceeds \$20.00 incl. GST.

10.8 Failure to process automatic online credit card payments for GoFax subscription -based plans, such as Receive or Bundle Plans, 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.

10.9 In the event that a GoFax number is cancelled, by any means through request, failure to make payment or otherwise, GoFax does not guarantee that the same fax number will be available for reactivation, nor do they guarantee they will continue collecting any faxes sent to the cancelled fax number. See Item 8 for details on number ownership and cancellation.

10.10 GoFax accept credit card payment for services provided.

(a) Credit card payments are accepted using Visa, MasterCard and American Express. For payments made using American Express a 2.5% surcharge applies to the amount being processed. When payments are accepted via our website online credit card processing facilities, all online transactions are processed via a secure site.

(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 you to provide credit card details via email.

10.11 Chargebacks: Incorrectly initiated chargebacks by the customer will incur a \$55 incl. GST administration fee per chargeback. This fee applies to chargeback claims initiated by the customer which are incorrectly requested by the customer for goods or services provided by GoFax. The customer must pay for the goods or services previously provided plus the above administration fee. This applies but is not limited to for example where the customer requires a refund for an overcharge or any other billing dispute but fails to raise this with GoFax and initiates a chargeback.

11. Refund Policy

11.1 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 Packages - No refund will apply to any prepaid GoFax Fax Broadcasting Packages and/or credits, used or unused. Prepaid credits are non-transferable between services or accounts.

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

(d) Annual Prepaid GoFax Receive Service - 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. Refund is calculated based on the months used at the monthly going rate for the GoFax Receive service being terminated less the payment made by The Customer for the annual plan. Any discounts that are made available for annual plans do not apply where cancellation is made part way through the year. No refund will apply to any initial setup fee, previous or current month's prepaid GoFax Receive service subscription.

11.2 In the event that the Auto Top Up feature is activated on a GoFax Send 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.

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

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

12. Customer Responsibilities and Message Recovery

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

12.2 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.

12.3 The Customer is responsible for ensuring that all messages sent using the GoFax Send 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.

12.4 The Customer must ensure if they are sending 'marketing faxes' within Australia that they are compliant with the Do Not Call Register Act 2006 and the Fax Marketing Industry Standard 2011. View details on fax marketing compliance.

12.5 The Customer is responsible, unless managed by GoFax, to adhere to required times 'marketing faxes' can be sent. The Customer must ensure they comply with the Fax Marketing Industry Standard 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.

12.6 GoFax is not obligated to check the Buyer's address lists to confirm that all the addresses comply with the regulation in item 12.4 above.

12.7 When using the GoFax Fax Broadcasting service, The Customer is responsible for attaching and / or removing any 'opt out fax numbers' and maintaining the list in the correct format advised.

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

12.9 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 Item 12.2 above.

12.10 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.

12.11 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.

12.12 GoFax will display sent and receive fax history within the customers secure online account for a period of up to 3 months. After such time, this data is no longer available online. GoFax does not guarantee that data after this time is available or retrievable.

12.13 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. In the event that The Customer fails to manage the information, GoFax does not guarantee that the lost information can be recovered.

12.14 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.

12.15 It is the responsibility of The Customer to safeguard their login details, account access including GoFax API Token access, email identity and GoFax 'Allowed Senders' as well as to ensure, that any individual address and or wildcard domain added as an Allowed Senders is under the Customers control.

12.16 GoFax accepts no responsibility for fraudulent access to The Customer's GoFax online account, The Customer Fax Broadcasting account or use of GoFax Send Credits where the client has not taken the action of implementing Sender Policy Framework (SPF). The GoFax servers will check for any SPF records and if active will authenticate the email based on SPF.

13. Exclusion and Limitations of Liability

13.1 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.

13.2 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.

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

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

13.5 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.

13.6 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.

13.7 The GoFax Agreement is governed by and to be construed according to the law of Queensland.

13.8 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.

14. Confidentiality and Privacy

14.1 GoFax shall not disclose to third parties nor use for any purpose other than for the proper fulfillment 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.

14.2 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.

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

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

14.5 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.

14.6 See [GoFax Privacy Policy](#) for full details.