

Flowtel Pty Ltd: Terms of Service

1. Definitions & Activation

- **Subscriber:** The customer taking up the services.
- **Activation Date:** The date services commence after the agreement is signed.
- **Services:** All VoIP, connectivity (Fibre, LTE, Wireless), and network-related communication services provided by Flowtel.
- **Equipment:** Hardware and accessories (routers, switches, handsets) provided for use with the services.
- **Tariff** shall mean the VoIP call charges as published and amended from time to time by **Flowtel** at its sole discretion.

2. Service Provision

- **Best Efforts: Flowtel** will use its best endeavours to maintain service availability throughout the agreement term.
- **Third-Party Factors:** Coverage and quality may be affected by atmospheric conditions, physical features, or the underlying network providers.

3. Payment Terms

- **Invoicing:** Invoices are issued monthly on the 23rd of the month.
- **Due Date:** Payment is due within **7 days** of the invoice date via debit order or agreed means.
- **Suspension:** Services will be automatically suspended if payment is not received by the **10th of the month**.
- **Re-activation:** A 24-hour administration period is required to restore service after payment is cleared.

4. Duration & Termination

- **Term:** This agreement begins on the Activation Date for the initial period specified.
- **Renewal:** The contract automatically renews for **12-month cycles** unless a written cancellation notice is received.
- **Early Termination:** If a contract is terminated early, the Subscriber is liable for the full remaining balance of the contract (Monthly Charge x Remaining Months).

Flowtel offers terms based on the service type to ensure flexibility for the subscriber:

Service Type	Standard Term	Cancellation Notice	Long-Term Incentive
Voice (VoIP)	Month-to-Month	1 Calendar Month	10% Discount on your subscription for 12-month commitment.
LTE Data	Month-to-Month	1 Calendar Month	5% Discount for 12-month commitment.
Fibre	12 / 24 / 36 Months	90 Days	Fixed pricing for the duration of the term.
Wireless	12 / 24 / 36 Months	30 Days	Fixed pricing for the duration of the term.
Ishield Firewall	Month-to-Month / 12 Months	1 Calendar Month	Pay 12 months upfront, get a month free
Storvault Backup	Month-to-Month / 12 Months	1 Calendar Month	

5. Limitation of Liability

- **No Warranties:** Flowtel provides services "as is" and gives no express or implied warranties regarding equipment performance.
- **Exclusions:** Flowtel is not liable for damages or service failures caused by:
 - Unauthorised tampering, misuse, or electrical malfunctions.
 - Fluctuating power supply or Force Majeure.
 - Unlawful access (hacking) or viruses/malware, though reasonable security efforts are made.
- VoIP is affected by Internet quality of the person making the call and the GSM/Internet quality of the person receiving the call. The underlying voice services have international redundancy and resilience.
- Broadband Fibre/Wireless and LTE is best effort meaning recovery in the event of any type of failure will be attended to at the lowest priority by the provider.
- Business Fibre comes with a four hour SLA (Service Level Agreement) meaning the link will be recovered within four hours after being reported to the Fibre providers.
- Business Wireless comes with eight and twelve hour SLA's depending on the service chosen.

6. General Provisions

- **Access:** The Subscriber must allow Flowtel representatives access to premises for installation and maintenance.
- **Tariff Changes:** Flowtel may vary prices with **30 days** written notice.
- **Breach:** Flowtel may terminate the agreement if a breach is not remedied within **7 days** of notice.

7. Transition & Independence

- **New Entity:** By signing this agreement, the Subscriber acknowledges that Flowtel is a separate legal entity from any prior service providers.
- **Independent Choice:** The Subscriber confirms they have been given the option to review other suppliers and have voluntarily chosen to enter into this new agreement with Flowtel.
- **Full Agreement:** This document constitutes the entire agreement; no prior verbal or written promises from legacy entities apply unless explicitly included here.