

## InsightCCS – Service Agreement

### 1. Agreement

This agreement comprises these terms, the Insight Service Policies (as amended from time to time) and the purchase order. This is the entire agreement and supersedes prior arrangements. The Insight Service Policies contain terms dealing with service changes, payment options and enquiries. Insight will supply the services set out in the purchase order and agreed variations to the service.

### 2. Start of Service

Insight will use its best endeavors to provide the service from the requested service start date.

### 3. Service Policies

The operation of the service is described in the purchase order and Insight Service Policies which document has been provided to you or is available to you before commencement of this service. The Insight Service Policies may be found on the internet at [www.insightccs.com.au](http://www.insightccs.com.au)

### 4. Duration of Service

This agreement commences on the date of the service start date and shall end after 12 months if not renewed before. Any extension after the initial 12 months shall be on a month to month basis.

### 5. Invoices and Payment

Insight charges you a monthly charge and fees for the services you use and those charges may include service change fees, special requests, account keeping fees, additional call fees, outbound call fees and other fees.

Insight will invoice you in each month for fees for that month and for services used. Insight's invoice is payable on receipt or on the date of scheduled automatic payment. Insight may send you a statement each month.

You are responsible for payment for all services provided by Insight. Invoices are payable on receipt by cheque, credit card or direct debit (where available). Insight's charges will increase by the greater of the CPI or 5% on each anniversary of commencement of your service with Insight.

### 6. Termination

You may terminate this agreement and the service by giving written notice of termination to us and paying the service fees due for the initial contract (12 months) or where the initial contract has expired pay for the service fees due for one month of service and all outstanding fees. We may terminate this agreement and the service by giving you one month's written notice of termination. We may terminate the service immediately and without notice to you where payment is not received or where payment is not met. If this contract is terminated we may delete all current data in our systems.

### 7. Limitation of Liability

Any liability of Insight for any problem of the service is limited to the cost of supply of the service. Under no circumstances will Insight be liable for any indirect or consequential loss or damages, including damages for loss of business, expectation profits arising from contract, tort (including negligence) or under statute. This clause is subject to

any applicable law to the contrary which cannot be excluded (including but not limited to state and federal fair trading acts).

### 8. Service Interruptions

The services and the condition of services are subject to limits, interruption, degradation and errors as a result of matters beyond Insight's control including acts of God, third party supplier standards and faults, network faults, bad weather, scheduled maintenance, unscheduled repair and human error.

### 9. Privacy

See Insight's Privacy policy in our Service Policies and on our web site at [www.insightccs.com.au](http://www.insightccs.com.au)

### 10. Customer Warranties and Indemnities

You (as signatory to the agreement) warrant and indemnify Insight that you: have power and authority to sign this and related documents, have not relied upon representations when entering this agreement, use this service for commercial purposes, have taken all steps to secure your systems from any relevant risk, and are responsible as the contact person for the operation of the service.

### 11. Insight CCS Pty Ltd may seek, exchange consumer credit information or reports to assess applications and collect overdue payments (Sections 18K(1) (b), 18N(1)(b), Section 18K(1) (h) Privacy Act 1988)

I agree that Insight may obtain from a credit reporting agency or exchange with other credit providers a consumer credit report, personal information about me or us (or person named in the credit report), a credit report, containing personal information for the purpose of collection of overdue payments, assessing the application for credit made to Insight or providing commercial credit.

### 12. Other Terms and Conditions

These terms apply to the Customer, you, Insight and your customers in Australia. There is no partnership or agency between you and us. No right to property in goods or systems arises from this agreement. This agreement (and the Service Policies) contains all the terms and conditions of the service and what we will do. Any waiver or consent shall not become a variation of this agreement. If there is a dispute in relation to any matter the provisions of the Service Policies on disputes shall apply. This agreement shall be governed by the laws of New South Wales. All Insight's invoices shall be Tax Invoices and GST at the current rate shall be added to all charges. Insight may assign its rights and responsibilities under this agreement.

### Definitions

*Customer, You, and I* means the person, the applicant, the signatory for the agreement and the company described in the purchase order.

*Insight, Us and We* means Insight CCS and its successors.

*Service* means the phone answering service and other services agreed to be provided for you under this agreement.

*Insight Service Policies* means the collected operational rules, procedures, dispute resolution conditions, change of service forms, rate card and related documents.

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