
Part A – Introduction

1. About this document

This is Express Virtual Meetings Pty Ltd’s Standard Form of Agreement, called our ‘Customer Terms’.

2. About us

Express Virtual Meetings or ‘we’ means Express Virtual Meetings Pty Ltd 101 275 852. Express Virtual Meetings Pty Ltd is a company incorporated in Australia.

Part B – Customer Contracts

3. Your Customer Contract

We supply Service under a **Customer Contract** or **Contract** that includes:

- (a) this Part B,
- (b) the General Terms in Part C, and
- (c) any Service Terms for the Service.

4. Acceptable Use Policies

- (a) We may publish an Acceptable Use Policy for a Service or Plan.
- (b) An Acceptable Use Policy will be directed against abusive, antisocial, illegal and/or grossly unreasonable use of a Service.
- (c) You must comply with an applicable Acceptable Use Policy.

For additional information regarding our Acceptable Use Policies, please visit expressvirtualmeetings.co.nz or alternatively to obtain a copy of the applicable policy – write to our Customer Information and Compliance Officer at PO Box 17-048, Greenlane, Auckland 1546.

5. Legal Compliance Policies

- (a) We may publish a policy directed to ensuring that the use of a Service complies with all Laws.
- (b) You must comply with such a policy.

6. Operational Directions

- (a) Acting reasonably, we may give Operational Directions about a Service.
- (b) Operational Directions will be directed to the safety, security or reliability of Facilities, compliance with Laws or dealing with an emergency. We will only give an Operational Direction as and when reasonably necessary.
- (c) You must comply with an applicable Operational Direction.

7. Partner Requirements – General

- (a) Telecommunications services, including many of our Services, are commonly provided by means of Partner Facilities, provided by third party Partners.

- (b) Partners often have their own Partner Requirements for the use of their Facilities and we may only be permitted to provide Service to you subject to such Partner Requirements.
- (c) You must comply with applicable Partner Requirements we notify.

Part C– General Terms

8. Application for Service

- (a) You must comply with any application form or process we specify.
- (b) All information you provide in connection with an application must be true, correct, complete and not misleading.

9. Processing an application

- (a) We do not have to accept an application.
- (b) Before we confirm that we can and will provide Service, if you take any step (e.g. terminating a service from another supplier) on the assumption we can or will do so, you do so at your own risk.
- (c) In processing your application, we may make any relevant enquiries, including obtaining credit information in accordance with clause 26.

10. Relevant dates

- (a) The date when you make an application is the **Application Date**.
- (b) The date when we confirm that we can and will provide Service is the **Contract Date**.
- (c) The date when we notify you that Service is available for use (or the date you first use the Service, if that is earlier) is the **Service Start Date**.

11. Providing Service

- (a) We will commence Service as soon as reasonably practicable after the Contract Date, and we may commence billing you as soon as the service is provisioned.
- (b) We may provide Service using Our Facilities and/or third party Partner Facilities, as we decide from time to time. Together, we call those Facilities our **Network**.

12. Use of Service by others

- (a) Unless we appoint you in writing as a reseller or wholesale customer, you must not share, resell or resupply a Service for remuneration or reward.
- (b) A person who makes use of a Service with your consent or from your premises or using your equipment or log-in credentials is your **End User**.
- (c) The acts and omissions of your End Users with respect to a Service are deemed to be your acts and omissions.
- (d) You must ensure that your End Users do not do (or omit to do) anything that would breach your Customer Contract if done (or not done) by you.

13. Using a Service

- (a) When using a Service, you must comply with:

- (i) your Customer Contract (including any applicable Acceptable Use Policy);
and
- (ii) any applicable Laws.
- (b) You must not use a Service:
 - (i) in breach of any Law;
 - (ii) to breach the rights of any person;
 - (iii) to copy, download, supply to anyone else or communicate to the public copyright material without permission;
 - (iv) to create, transmit or communicate communications which are defamatory, obscene, pornographic, discriminatory, offensive, in breach of confidence, illegal or which bring us or any of our Partners into disrepute;
 - (v) to host or transmit content which contains viruses or other harmful code or data designed to interrupt, damage, destroy or limit the functionality of any software, hardware or computer or communications equipment;
 - (vi) to send, allow to be sent, or assist in the sending of Spam, to use or distribute email harvesting software, or otherwise breach the Spam Act;
 - (vii) in a way that is misleading or deceptive, where that is contrary to Law;
 - (viii) in a way that results, or could result, in damage to property or injury to any person; or
 - (ix) in any way that damages or interferes with our Services to other customers, our Partners or any Facilities or exposes us to liability.

14. Personal injury or death

To the extent that our negligence causes personal injury or death, we accept liability on normal principles of law.

15. Exclusion of implied terms and limitation of liability

- (a) Any representation, warranty, condition or undertaking that would be implied in your Contract by legislation, common law, equity, trade, custom or usage or otherwise is excluded from your Contract to the fullest extent permitted by law.
- (b) We do not warrant or represent the performance, accuracy, reliability or continued availability of the Services or Facilities or that the Services or Facilities will operate free from faults, errors or interruptions.
- (c) We are never liable to you for, and you release us from any Claim for, any Contract Loss.

16. Your liability to us – General

- (a) You must pay us all Charges and other amounts due under your Contract.
- (b) You must indemnify us for any loss or damage we suffer as a result of or in connection with:
 - (i) your breach of your Contract;
 - (ii) your use of a Service or Equipment; or

(iii) a claim against us by an End User in relation to a Service we supply to you.

- (c) You indemnify us for any loss or damage we suffer in connection with any claim made against us by a third party arising out of or in relation to your use of Services or Equipment.
- (d) Your obligations under this clause survive termination of your Contract.

17. Your liability to us – legal requests, etc

- (a) This clause applies where we reasonably incur expense as a result of or in connection with:
 - (i) a police request for information or evidence in relation to you or your use of a Service; or
 - (ii) a Court or other competent authority's direction for provision of information or evidence in relation to you or your use of a Service; or
 - (iii) a demand from a legal practitioner for information or evidence in relation to you or your use of a Service.
- (b) You must reimburse our expenses on request.

18. Your liability to us – (alleged) illegal use, etc

- (a) This clause applies where:
 - (i) your Service is actually or allegedly used in a way that breaches any law or infringes the rights of any third party; and
 - (ii) we suffer loss or reasonably incur expense as a result.
- (b) You must make good our loss and reimburse our expenses on request.

19. Maintenance and faults

- (a) Maintenance

From time to time, the Network requires maintenance that may interfere with your Service. We will provide you with notice of any scheduled maintenance where reasonably possible.
- (b) Reporting faults
 - (i) You may report faults in relation to a Service or the Network by contacting our help line during its operating hours.
 - (ii) Before reporting a fault, you must take all reasonable steps to ensure that the fault is not caused by equipment which is not part of the Network.
 - (iii) You must not report a fault directly to one of our Partners unless we ask you to do so.
 - (iv) If you report a fault that turns out to be a 'false alarm', or not to relate to the Network, we may make a reasonable charge for our effort and expenses in responding to your report.
- (c) Repairing faults
 - (i) We will use reasonable efforts to repair faults in Our Facilities within a reasonable period.

- (ii) We will use reasonable efforts to have our Partners repair faults in Partner Facilities within a reasonable period.
- (iii) You are responsible for maintaining and repairing your own equipment
- (d) Cost of repairs
If you cause a fault or damage to the Network, we may charge you the reasonable cost of repairing it.

20. General power to vary your Contract

We may vary your Contract from time to time but:

- (a) Variations do not have retrospective effect.
- (b) If a variation could be reasonably expected to adversely affect you, we shall give you reasonable notice, having regard to:
 - (i) the nature of the variation; and
 - (ii) the means by which notice is to be provided; and
 - (iii) the length of time remaining before the variation is to occur; and
 - (iv) any other matter that is reasonably relevant.

21. When variations take effect

Contract variations take effect:

- (a) at the end of any applicable notice period; or
- (b) if no notice period applies, immediately.

22. Charges & payment : Prices

- (a) Our current prices at any time are referred to as our 'Price List'.

23. Varying Charges

We may vary the Charges or add new Charges from time to time in accordance with clauses 21 and 22.

24. Special Promotions

- (a) We may offer Special Promotions to you, on particular terms.
- (b) The particular terms of the Special Promotion will prevail to the extent of any inconsistency with other parts of your Contract.

25. Credit management (2): Credit reports

- (a) Acknowledgment and authority that credit information may be given to a credit reporting agency
 - (i) the fact that you have applied for credit, and the amount,
 - (ii) the fact that we are a credit provider to you,
 - (iii) payments which become overdue more than 60 days,
 - (iv) advice that payments are no longer overdue,
 - (v) in specified circumstances, that in our opinion, you have committed a serious credit infringement,
 - (vi) that the credit provided to you by us has been discharged.
- (b) Authority for us to obtain certain credit information

If you apply to us for personal or commercial credit, you authorise us:

- (i) to obtain from a credit reporting agency a credit report containing personal credit information about you in relation to personal credit provided by us,
- (ii) to obtain from a credit reporting agency a credit report containing personal credit information about you in relation to commercial credit provided by us,
- (iii) to obtain a report containing information about your commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person in relation to personal credit provided by us,
- (iv) to obtain a report from a credit reporting agency and other information in relation to your commercial credit activities.

(c) Authority to exchange information with other credit providers

In accordance with Section 18N(1)(b) of the Privacy Act, you authorise us to give to and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency, information about your credit arrangements. You acknowledge that this information can include any information about your creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

You acknowledge that the information may be used for the following purposes:

- (i) to assess your application,
- (ii) to assist you to avoid defaulting on your credit obligations,
- (iii) to notify other credit providers of a default by you,
- (iv) to assess your creditworthiness.

26. Credit management (3): Services you acquire for others

If you enter a Contract where you will not be the main actual user of the Service (e.g. you arrange an Internet Service for your children):

- (a) You are responsible for all use of the Service and all Charges incurred under the Contract.
- (b) If you give anyone else sufficient information about your Service (e.g. by giving them your user name, password or other credentials), they may be able:
 - (i) to uncap or unlimit any cap or other limits that apply to it,
 - (ii) to change Plans,
 - (iii) to disconnect Service, and
 - (iv) to do anything else that you could do.

You should treat all information that allows control of your Service as secret.

27. When we can bill

- (a) Your **Billing Period** is the period between bills. Our standard Billing Period is monthly, but we reserve the right to vary it.
- (b) We can bill a part-period e.g. to align your Billing Period with the first day of each month.
- (c) We may bill for Charges as follows:

Type of Charge:	payable:
(i) set up Charge	immediately
(ii) periodic Charge	14 days before the start of the period it relates to
(iii) usage Charge	at the end of each Billing Period
(iv) prepaid Charge	when you buy a prepaid Service
(v) call connection Charge	at the end of each Billing Period
(vi) miscellaneous Charge	at the end of each Billing Period
(vii) third party Charge	immediately

- (d) In any case, we may bill you for any Service we have already provided.

28. Bills – General

- (a) You agree that you can incur a Charge without us issuing any invoice, statement or Bill.
- (b) You agree that we need not offer payment by mail as a payment method for any Service.
- (c) If we do provide an invoice, statement or bill for a Service, we can send it to you in the same way as any other notice, including via your Account Page.

29. Extra Charges for bills and information

- (a) We may charge you an extra Charge if:
 - (i) you request non-standard information about your bill or Charges, or
 - (ii) you ask us to deliver a bill by a method that is not the standard method for a Plan.

30. Costs of telephone Billing Enquiries

If we provide access to our billing enquiry point by telephone, you agree that standard call rates apply (including timed charges for national and mobile calls).

31. Late billing

- (a) We may late bill.
- (b) Some Charges in a Bill may relate to a previous Billing Period.

32. When you must pay

- (a) If any Bill is overdue for payment, you must pay that Bill and any other Bill immediately.
- (b) In any other case, you must pay a Bill within 14 days after its Bill Date.

33. How you can Pay

- (i) You may pay by EFT, MasterCard, Visa or any other card we notify you that we accept.
- (ii) Payments made using credit cards may be subject to a surcharge as notified on our website.
- (b) If any payment you make is dishonoured we may charge you a reasonable payment dishonour fee and recover from you any fees charged by our bank which result from the dishonoured payment.

34. Late payment (1)

If a Bill is not paid on time:

- (a) you are in breach of your Contract, and
- (b) we may also charge:
 - (i) interest at 1.5% a month from the Bill Date until it is paid in full, or
 - (ii) a reasonable late fee, and
 - (iii) any collection fees and expenses that we incur.

35. Late Payment (2) – accounts over 60 days

If your payment is 60 days or more overdue or we otherwise consider it is reasonable to do so –

- (a) we may refer it to an external collections agency;
- (b) we notify you that our collection fees and expenses under clause 34(b)(iii) may:
 - (i) include the external agency's collection fee and/or
 - (ii) include a minimum recovery charge.

36. Billing disputes

- (a) Our records of what you owe us are deemed to be right unless you show them to be wrong.
- (b) If you dispute a bill, you must pay it on time. We shall credit you if it is later determined that you are entitled to a credit.
- (c) You may not raise a billing dispute more than 12 months after a bill is issued, and we will not pay any refund or give any credit in respect of a period prior to that.

37. Billing for unauthorised use of your account

You are responsible for, and must pay for, all use of your usage except for unauthorised use that results from our negligence or breach of Consumer Guarantees.

38. Your cooperation

- (a) You must give us all reasonable cooperation that we require in order to provide a Service to You, and fixing any problems that arise, and resolving any disputes that may arise or complaints that you may have.
- (b) You acknowledge that, we or a Partner may be required:

- (i) to intercept communications over the Service, and
- (ii) monitor usage of the Service and communications over it.

39. Complaints – General

- (a) If you have any complaints in connection with the Service (including complaints about your invoice), you should contact us first to resolve the complaint via the contact details available on our website.
- (b) We will handle your complaint in accordance with our complaints procedure. Information on our complaints procedure may be obtained by contacting us.
- (c) You are also entitled to make a complaint to the Telecommunications Industry Ombudsman in Australia. We ask that you notify us before you do so, so that we have the opportunity to try to resolve your complaint at that stage.
- (d) We may bill you a reasonable complaint handling Charge.

40. Termination & suspension by us (1): Early termination

We may terminate a Contract, or suspend or restrict Service if, in relation to that or any other Contract or Service:

- (a) you fail to pay us any money that is due;
- (b) you threaten not to pay us money that you owe us, or will owe us in the future;
- (c) you cause to be reversed any Direct Debit or credit card payment to us (except with our prior written agreement);
- (d) you are in material breach of your Contract;
- (e) you become insolvent;
- (f) we reasonably believe that you have vacated your Premises without notice to us;
- (g) we reasonably consider that it is desirable to do so to facilitate Network maintenance or to protect the Network from harm;
- (h) it becomes technically infeasible for us to continue Service;
- (i) you use a Service in a way that places unreasonable demands on our Network;
- (j) there is an emergency that warrants it;
- (k) you have told us that you no longer require the Service;
- (l) if we reasonably suspect fraud or attempted fraud involving the Service;
- (m) we become entitled to suspend the Service, and the suspension continues for more than a month;
- (n) you are, or become, a carrier or carriage service provider under the Telecommunications Act (and we did not agree to provide you with Service despite that); or
- (o) in any other circumstances stated elsewhere in our Customer Terms.

We may charge a reconnection Charge following action under this clause unless it resulted from our mistake.

41. Termination & suspension by us (2): Other events

- (a) We may terminate a Contract or suspend performance of our obligations under the Contract if you die or become bankrupt, insolvent or subject to a winding-up order or similar insolvency event, if we have a reasonable belief that we are unlikely to receive or retain payments for amounts due and payable by you under the Contract.
- (b) We may suspend or restrict the supply Service if there are reasonable grounds for believing:
 - (i) a serious threat or risk exists to the security or integrity of the Network, or
 - (ii) the provision of the Service may cause death, personal injury or damage to property.
- (c) We may suspend or restrict Service in cases of emergency, including for the provision of support to emergency and other essential services.
- (d) We may terminate a Contract or suspend or limit or vary performance of our obligations under it to comply with:
 - (i) legislative or regulatory requirements, or
 - (ii) the order of a court or lawful direction of a competent authority – to the extent the legislative or regulatory requirements or order or direction unavoidably requires us to do so.
- (e) We may suspend, intercept or terminate a service in order to comply with a warrant or other court order, or as otherwise required or authorised by law.

42. Early termination by you

- (a) You are not entitled to simply choose to terminate a Contract during its fixed or minimum term, unless our Customer Terms or the law says otherwise.
- (b) Our Plans are priced on the basis that you will complete your Contract.
- (c) Where you are entitled to terminate your Contract early (e.g. because we have offered you that option following a variation to your Contract), we may bill you for:
 - (i) usage or network access charges incurred up to the date on which the Contract ends.
- (d) If we agree that you may terminate it early in any other circumstances, we may bill you:
 - (i) an Early Termination Fee;
 - (ii) a reasonable administration Charge;
 - (iii) usage or network access charges incurred up to the date on which the Contract ends; and
 - (iv) any other Charge (including an Early Termination Fee) that is specified in the applicable Plan or the Price List.

43. Termination by you

- (a) You may terminate your Contract:

- (i) (except during a fixed or minimum term) at any time, on 30 days written notice; or
 - (ii) by giving us written notice if an Intervening Event occurs and you are unable to use the Service for more than 14 days.
- (b) You may also terminate your Contract:
- (i) in any other circumstances where your Contract provides for it; or
 - (ii) (in a case where you have a non-excludable legal right to do so) by transferring the Service from us to another supplier. We will cancel the Service and terminate your Contract immediately once the other supplier has informed us that you have elected to transfer the Service from us to that other supplier.

44. Post-termination

If a Contract ends:

- (a) Our obligations to you under that Contract are at an end.
- (b) We may bill you for any Services we have not yet invoiced and all other amounts we are entitled to under the Contract.
- (c) All bills are payable immediately.
- (d) You authorise us to recover any undisputed outstanding Charges and Early Termination Fees from any overpayment you have made, or Direct Debit them from your credit card or bank account if you normally pay by Direct Debit.
- (e) Any cause of action that either of us had against the other predating the termination is not affected,
- (f) The limitations of our liability, and our rights of indemnity, under our Customer Terms continue,
- (g) No other Contract is affected unless we also terminate it.

Otherwise, that Contract is at an end for all purposes.

45. Suspension of Service

We may suspend Service at any time, without liability and immediately by reasonable notice to you (except in the case of an emergency or your death), if:

- (a) there are problems with the Network, or we or our Partners need to suspend the Services to conduct operational and maintenance work on the Network;
- (b) you fail to pay any amount owing to us in respect of the Service under your Customer Contract (which is not the subject of a *bona fide* dispute) by the due date, and you fail to pay that amount within the period specified in any subsequent notice we send you;
- (c) you breach your Customer Contract, including terms relating to your use of the Service or any Acceptable Use Policy, and that breach cannot be remedied;
- (d) you breach your Customer Contract, including terms relating to your use of the Service or any Acceptable Use Policy, and that breach can be remedied, but you do not remedy that breach within 30 days of receipt of a notice from us requiring the breach to be remedied;

- (e) you are the subject of an Insolvency Event;
- (f) we reasonably suspect that you, an End User or any person in connection with the Service is fraudulent or where evidence suggests illegal conduct in relation to the Service;
- (g) we reasonably believe that you may be a credit risk in relation to the Service;
- (h) you are a natural person (and not a company) and you die;
- (i) there is an emergency;
- (j) there is a threat or risk to the security of the Service or integrity of the Network;
- (k) the Service may cause death, personal injury or damage to property;
- (l) we are required to do so to comply with any law or direction of any Regulator;
- (m) an Intervening Event occurs; or
- (n) we are otherwise entitled to do so under your Customer Contract.

46. Charges during a period of suspension

If we suspend Service:

- (a) because of your fault or breach of your Contract – you remain liable for all Charges payable under your Contract during the period of suspension;
- (b) otherwise – you are entitled to a *pro rata* reduction in Charges in respect of the period of suspension.

47. Errors in our documents

- (a) Clerical or computation errors and misprints in any document that we provide to you in connection with your Contract, including any Plan terms, catalogues, price lists, delivery dockets, invoices, statements or credit notes, may be corrected by us reissuing the document or by otherwise giving you notice of the error or misprint with reference to the original document.
- (b) You are not entitled to a reduction or variation in the price of the Services by reason of any such errors or misprints.

48. Carrier or Carriage Service Provider

- (a) You promise that you are not a carrier or a Carriage Service Provider.
- (b) If you do become a Carrier or a Carriage Service Provider, then we or our Partners may immediately cancel the Service and terminate your Contract by notice to you.

49. Provision of Services by our Partners

- (a) If we terminate an arrangement with a Partner through which we supply the Service to you, you acknowledge that our Partner may arrange to supply you with the Service directly.
- (b) If our rights and obligations under your Contract are assigned or novated to our Partner in order to supply the Service directly to you, you acknowledge that the rate plan and Charges applicable to the provision of the Service may be altered to the nearest applicable Partner rate plan.

50. Assignment

- (a) We may assign or novate all or part of our rights and obligations under your Contract without your consent.
- (b) You cannot assign or novate all or part of your rights and obligations under your Contract unless we agree in writing.

51. Notices**51.1 How we give notices**

We may give notice to you in connection with, or as required by our Customer Terms:

- (a) in person;
- (b) by fax;
- (c) by email;
- (d) by post;
- (e) by SMS; or
- (f) in any other way allowed by law –

or by sending you (by one of the above means) notice of the address of a web page where the notice can be read.

51.2 Address or number for notices

We may direct a notice to:

- (a) a number or address that we reasonably believe to be current;
- (b) in any event, the most recent number or address that you have notified to us; and
- (c) if you are a company, your registered office.

51.3 A notice is taken to have been received:

- (a) if we deliver it to you in person – at the time of delivery;
- (b) if we fax it during business hours in your locality – two hours later, subject to our fax machine receiving a successful transmission confirmation;
- (c) if we fax it outside business hours in your locality – at 9am on the next Business Day in your locality, subject to our fax machine receiving a successful transmission confirmation;
- (d) if we email it during business hours in your locality – two hours later, subject to a 'delivery failure' message not being received;
- (e) if we email it outside business hours in your locality – at 9am on the next Business Day in your locality, subject to a 'delivery failure' message not being received;
- (f) if we post it – at noon on the second Business Day after posting;
- (g) if we SMS it – two hours later;
- (h) if we send you notice of the address of a web page – two hours after that notice is taken to have been received; or
- (i) if there is evidence that you received it at an earlier time – that earlier time.

52. Governing law

Your Contract is governed by and must be construed in accordance with the laws of Victoria, Australia. You and we submit to the exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia.

53. Entire agreement

Your Contract is the entire agreement between you and us regarding its subject matter, and you acknowledge that:

- (a) your Contract does not include any term, condition, warranty, representation or guarantee that is not expressly set out in it, other than a Consumer Guarantee to the extent it may not lawfully be excluded; and
- (b) you have not relied on any representation that is not expressly set out in your Contract.

54. Delays

- (a) Time is not of the essence in the performance of our obligations, including the provision of Service, under your Contract.
- (b) We are not liable to you for any delay in the provision of any Service.
- (c) You may not cancel or amend an order for a service on the grounds of any delay in providing it.

55. No waiver

A failure, delay, relaxation or indulgence by us in exercising any power or right conferred under your Contract (such as a right that we have due to your breach of your Contract) does not operate as a waiver of the power or right.

56. Information about your rights

Information and advice about your rights can be obtained by contacting the Australian Communications and Media Authority, the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission, or the relevant Department of Fair Trading or Department of Consumer Affairs.

57. Complaints and assistance services

Our contact details are available on our website.

You may contact us and make any complaint by contacting us :

- (a) Customer Service – 0800 480 257

58. Commercial Electronic Messaging

- (a) Subject to this clause, we may send you Commercial Electronic Messages regarding telecommunications goods and services, and ancillary goods and services, and you consent to us doing so.
- (b) Your consent under clause 58(a):
 - (i) applies while your Contract is in force and for a year afterwards; and
 - (ii) is in addition to any other consent that you may give, or which may be inferred, for the purposes of section 16(2) of the Spam Act; but
 - (iii) terminates if you give us reasonable written notice that it is withdrawn.

- (c) Any Commercial Electronic Message we send you does not have to comply with section 18(1) of the Spam Act.
- (d) This clause 60 survives the termination of your Contract.

59. Interpreting your Contract

- (a) Expressions like 'includes', 'including', 'e.g.' and 'such as' are not words of limitation. Any examples that follow them are not to be taken as an exhaustive list.
- (b) Headings are only for convenience. They are to be ignored when interpreting our Customer Terms.
- (c) A schedule to a document is part of that document.
- (d) A reference to the singular includes the plural and vice versa.
- (e) Where one thing is said to include one or more other things, it is not limited to those other things.
- (f) There is no significance in the use of gender-specific language.
- (g) A 'person' includes any entity which can sue and be sued.
- (h) A 'person' includes any legal successor to or representative of that person.
- (i) A reference to a law includes any amendment or replacement of that law.
- (j) Anything that is unenforceable must be read down, to the point of severance if necessary.
- (k) Anything we can do, we may do through an appropriately authorised representative.
- (l) Any matter in our discretion is in our absolute and unfettered discretion.
- (m) A reference to a document includes the document as modified from time to time and any document replacing it.
- (n) If something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day.
- (o) The word **month** means calendar month and the **year** means 12 months.
- (p) The words **in writing** include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient.
- (q) A reference to all or any part of a statute, rule, regulation or ordinance (statute) includes that statute as amended, consolidated, re-enacted or replaced from time to time.
- (r) Money amounts are stated in Singapore currency unless otherwise specified.
- (s) A reference to a **notice** means a notice that can be read, unless stated otherwise.