Faxaroo Terms and Conditions

Last modified on 25th November 2020

1. Important Information

1.1 This page sets out the Terms and Conditions which Faxaroo will provide services to its Customers. The Terms and Conditions form an Agreement, which creates important legal rights and obligations upon Faxaroo, as well as the Customer. the Customer must acknowledge and agree to these Terms and Conditions prior to use.
1.2 Faxaroo reserves the right to change the Terms and Conditions and Service offerings at any time without prior notice. All current Terms and Conditions and Service offerings for Faxaroo services are available on the Faxaroo website.
1.3 Faxaroo will identify the date of the last review to Terms and Conditions online. It is the Customer's responsibility to ensure they have read and understood all updates to the Terms and Conditions. The Customer shall be deemed to have accepted any changes by continuing to use Faxaroo Services.
1.4 All sections of this Agreement will survive beyond termination, including, without limitation, ownership, warranty disclaimers and limitations of liability.

2. Definitions

In Faxaroo'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 Content means data, information, images, and all other data that the Customer receives and sends via Faxaroo's Services.
2.3 Fees means: (a) monetary consideration payable for Faxaroo Services in the amount appearing on our website and/or promotional material, updated from time to time, and (b) Any other mutually agreed expenses for Service at Faxaroo's prevailing rates.
2.4 Force Majeure means a circumstance beyond the reasonable control of Faxaroo, which results in Faxaroo 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.
2.5 Services refer to the services provided by Faxaroo, including, but not limited to, Faxaroo Pay-As-You-Go Fax Sending services.
2.6 Support Services refer to the assistance provided to the Customer by Faxaroo in relation to the Customer's use of Faxaroo's available Services.
2.7 System Maintenance means the duration that Faxaroo, or related carriers, are required to perform scheduled or unscheduled maintenance.

3. Interpretation

3.1 In this Agreement, unless the contrary intention appears:

a. (a) words in the singular number include the plural and vice versa;
b. (b) words importing a gender include any other gender;
c. (c) a reference to a person includes bodies corporate and unincorporated associations and partnerships;
d. (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. (e) a reference to a party includes its successors and assigns (where permitted);
f. (f) a reference to the any schedule includes a reference to any part of that schedule which is incorporated by reference;
g. (g) the recitals to this Agreement do not form part of the Agreement;
h. (h) monetary references are references to Australian currency.
i. (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 binding on each use of Faxaroo services.

4.2 Faxaroo services are available to use on a Pay-As-You-Go basis for facsimile sending, as such there are no contracts or ongoing charges.
4.3 Faxaroo services shall not be used for spam or intent to engage in fraudulent activity via use of facsimile sending. Faxaroo will block access in the event this behaviour is identified.
4.4 Faxaroo shall have no liability to the Customer or any third party because of service unavailability.

5. Services

5.1 Faxaroo Send Services - In accordance with this Agreement, if the Faxaroo Send service is successfully purchased, Faxaroo will provide the Services to the Customer by enabling the Customer to send fax messages via the Faxaroo secure web portal.
5.2 Faxaroo services are only available for use on a self-managed basis.
5.3 The Faxaroo Send Service operates on a prepaid pay-as-you-go basis. Pricing is available online at https://faxaroo.com/au. Payment must be successfully processed online to attempt to send the fax message.
5.4 When using the Faxaroo Fax Send service, faxes will first be converted and then attempted to be delivered to the nominated fax number. Fax messages submitted must be in an accepted file format to attempt sending, view FAQs for accepted file types.
5.5 Fax results with the status 'Fax successfully sent' refer to faxes returning positive confirmation of delivery from the receiving fax machine.
5.6 Faxaroo will provide a delivery confirmation notification to the nominated email address on completion of the fax delivery attempt. It is the customer's responsibility to ensure the accuracy of this email address.
5.7 Faxaroo currently supports fax sending to Australia, the United States, Canada, Germany and Japan.
5.8 From time to time, Faxaroo may run a Beta Program offering software or services released for testing. By accessing the Beta Program, the Customer agrees to additional Beta Terms supplied by Faxaroo.

6. Service Delivery Time

6.1 Services can be accessed via **Faxaroo's website** anytime online.
6.2 Once Faxaroo receives an uploaded document, a fax number is provided in the correct format and payment for the fax is successfully processed, Faxaroo will attempt to deliver the fax immediately.

7. Support Services

7.1 Faxaroo will provide Support Services during usual business hours between 8:00 AM and 5:30 PM AEST on Australian Business Days.
7.2 Support Services will be provided via email.
7.3 Support Services are limited to "How To" questions on product usage.
7.4 During periods of System Maintenance, Services may be inaccessible.
7.5 In the event of any service outage, Faxaroo will restore the Services as soon as is reasonably practicable.
7.6 Faxaroo will take reasonable steps to prevent security breaches in Faxaroo services.

8. Financial Terms

8.1 Unless otherwise stated, all prices are inclusive of the statutory rate of Goods and Services Tax (GST) in Australia, currently 10%.
8.2 See current pricing online at https://faxaroo.com/au. Pricing may change at any time without any prior notice. Any changes to pricing will occur on future charges, not retrospectively (previous charges).
8.3 Faxaroo Fax Sending must be prepaid using a credit card via our website.
8.4 Faxaroo accepts all major debit and credit cards for payment of Services. All transactions are processed via a PCI (Payment Card Industry) compliant payment processing gateway where the Customer's credit card details are stored for payment handling, and, where required, refunding for failed fax transmissions.
8.5 Faxaroo will provide a delivery confirmation and invoice via email immediately after each fax attempted.
8.6 Chargebacks: Incorrectly initiated chargebacks by the customer will incur a $55 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 Faxaroo. The customer must pay for the goods or services previously provided plus the $55 administration fee. This applies, but is not limited to, the customer requiring a refund for an overcharge, or any other billing dispute, but fails to raise the dispute with Faxaroo and initiates a chargeback.
8.7 Billing disputes: If there is an omission or error in relation to a charge, the Customer may, within 30 calendar days of the transaction date, dispute the charge by giving written notice of a billing dispute to the Faxaroo Support team.

9. Refund Policy

9.1 If the Customer's fax attempt fails to return a successful delivery result, the Customer will be refunded the amount originally charged minus a non-refundable transaction fee.
9.2 Faxaroo will not issue refunds for errors related to Customer input (i.e., wrong number, unintended document, etc.) or for instances of sender's remorse.
9.3 Where a refund is applicable, Faxaroo will refund any amounts to the originating credit card immediately after the fax transaction result is issued.

10. Customer Responsibilities and Message Recovery

10.1 The Customer agrees not to use the Service for any other purpose than that for which it is intended.
10.2 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.
10.3 The Customer is responsible for ensuring that all messages sent using the Faxaroo Send Service are compliant with their relevant legislation applicable to message types and/or location or country of the recipient.
10.4 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.
10.5 The Customer is responsible 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.
10.6 Faxaroo is not obligated to check the Customers address lists to confirm that all the addresses comply with industry regulations.
10.7 Faxaroo may suspend access to the Service for a particular period or may terminate access to services immediately if the Customer uses the Service: (a) unlawfully; or (b) in contravention of relevant industry or government code: and or (c) which breaches Item 10.2 above.
10.8 The Customer agrees that they are solely responsible for implementing their own procedures to satisfy requirements for accuracy of data input, output, and content.
10.9 The Customer will receive a delivery confirmation after each fax delivery attempt. It is the Customers responsibility to maintain these records as needed.
10.10 The Customer agrees that they are solely responsible for implementing their own procedures to satisfy their own requirements for the accuracy of information management. If the Customer fails to manage the information, Faxaroo does not guarantee that the lost information can be recovered.

11. Exclusion and Limitations of Liability

11.1 The Customer agrees to indemnify and hold harmless Faxaroo, 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.
11.2 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 Faxaroo services at their own risk.
11.3 The Customer is to indemnify Faxaroo from third party claims for compensation for damages should the dispatch of a fax message be unauthorised.
11.4 The Customer acknowledges that Faxaroo has not made any representations or warranty's that are not expressly contained in Faxaroo's Terms and Conditions.
11.5 The Customer must not rely upon any statement or representation by Faxaroo or on Faxaroo's behalf that is not expressly contained in the terms and conditions Faxaroo set.
11.6 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 Faxaroo for breach of any such implied condition or warranty shall be limited, at the option of Faxaroo, to the re-supply of the Service or the payment of the costs of having the Service supplied again.
11.7 The Faxaroo Agreement is governed by and to be construed according to the laws within the state of Queensland, Australia.
11.8 The place of authority shall be the court having jurisdiction where Faxaroo has its primary office. If one of the above points should be ineffective, the remaining points shall retain their validity.

12. Confidentiality and Privacy

12.1 Faxaroo shall not disclose to third parties nor use for any purpose other than for the proper fulfilment 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.
12.2 The above-mentioned limitations shall not apply to information which: (a) was in the possession of Faxaroo prior to disclosure hereunder as proven by the written records of Faxaroo, 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 Faxaroo.
12.3 Faxaroo will not sell the Content or Information of the Customer to any person.

12.4 Faxaroo will ensure all personal customer information including transaction metadata are kept in a secure location.
12.5 Faxaroo will not store Customer's credit card details.
12.6 All information will be kept confidential to the best of our ability; 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 Faxaroo on a need-to-know basis.
12.7 See the Faxaroo **Privacy Policy** for full details.
You may obtain a copy of our current terms and conditions by downloading a copy here or by contacting us.