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Terms and Conditions

Version 2.1, effective 1 November 2026

Supersedes Version 1 dated 1 October 2021, and Version 2.0 published 1 October 2026, which this version replaced before it took effect. The only change from Version 2.0 is clause 6.6: we do not charge payment surcharges (read Version 2.0 (PDF)). Version 1 continues to apply to existing services until 1 November 2026: read Version 1 (PDF). Fees referred to as our standard rates are listed on our Standard Rates page.

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This document is in two parts. **Part A** contains the General Terms that apply to everything we supply. **Part B** contains the Service Schedules, each of which applies only to the corresponding type of service. Read the General Terms together with the Schedule(s) for the services on your Proposal.

Part A — General Terms

1. This Agreement

1.1 **Who we are.** Emutel Pty Ltd (**EmuTel**, **we**, **us**, **our**) supplies telecommunications, managed IT, software, AI and related services and equipment to business customers.

1.2 **What makes up the Agreement.** Our agreement with you (**Agreement**) consists of:

(a) the Proposal (a quote, order form, application, or online order that we issue or accept, however described);

(b) these General Terms;

(c) each Service Schedule in Part B that corresponds to a Service on the Proposal;

(d) any Service Description or Service Level document we issue for a Service; and

(e) our Policies (Acceptable Use Policy, Privacy Policy, Complaint Handling Policy, Financial Hardship Policy and Customer Service Guarantee statement) as published at emutel.com.au/policies.

1.3 **How you accept.** You accept this Agreement, and it becomes binding, when the first of the following happens: you sign or electronically accept a Proposal; you tell us in writing (including by email) to proceed; you pay a deposit or invoice under a Proposal; or you start using a Service. The person accepting on your behalf warrants that they are authorised to do so.

1.4 **Order of precedence.** If the documents conflict, the higher document in this list prevails to the extent of the inconsistency: (a) a Service Level document expressly agreed in writing for you; (b) the Proposal, but only where it expressly states that it varies a specific clause of these terms; (c) the applicable Service Schedule; (d) these General Terms; (e) a Service Description; (f) the Policies.

1.5 **Brand and product names.** We market Services under product and brand names that may change from time to time. A change of brand or product name, or a move of a Service between our brands, does not change this Agreement or your Proposal. Where a Proposal names a product, it refers to the Service category in the applicable Schedule.

1.6 **Versions.** The current version of this Agreement is published at emutel.com.au/policies/terms-and-conditions. Each version carries a version number and effective date. The version that applies to a Proposal is the version current on the date you accept that Proposal, as varied under clause 18.

2. Definitions and interpretation

2.1 In this Agreement:

Acceptable Use Policy means our acceptable use policy published at emutel.com.au/policies.

Aggregated Data means data derived from your use of the Services, or from Customer Data, that has been aggregated or de-identified so that neither you nor any individual can reasonably be identified.

Australian Consumer Law or **ACL** means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Background IP means Intellectual Property Rights owned by or licensed to a party that existed before the Commencement Date or that are developed independently of this Agreement.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales.

Commencement Date means the date you accept a Proposal under clause 1.3.

Confidential Information means information of a party that is by its nature confidential, is marked confidential, or that the recipient knows or ought to know is confidential, including the terms and pricing of this Agreement, Customer Data, and EmuTel's technical, product, security and commercial information. It excludes information that is public other than through breach, that the recipient already lawfully held, or that is independently developed.

Consequential Loss means loss of revenue, profit, business, goodwill, anticipated savings, opportunity or data (except to the extent clause 12.4 applies), and any indirect, special or consequential loss, however arising.

Customer Data means all data, content, records, recordings, messages and information that you or your Users provide to us, upload to a Service, or that a Service collects or generates on your behalf, including Personal Information within it. It excludes Aggregated Data and EmuTel IP.

Customer Systems means your hardware, software, networks, devices, cloud tenancies, accounts and data not supplied or hosted by us.

Deliverable means any software, configuration, documentation, report, design or other output we create in performing the Services.

Developed IP means all Intellectual Property Rights in Deliverables, in any Software, and in any enhancement, modification, integration, model, prompt, workflow, template or configuration that we create, alone or with you, in the course of or in connection with this Agreement.

EmuTel IP means our Background IP, the Developed IP, the Software, Aggregated Data, and our documentation, methods, know-how and trade marks.

Equipment means any hardware we sell, rent, lend or supply to you, including routers, switches, access points, handsets, SIM cards, servers and accessories, and any software embedded in them.

Fees means the amounts payable for Services and Equipment as set out in the Proposal, our published pricing, and this Agreement.

Force Majeure Event means an event beyond a party's reasonable control including natural disaster, fire, flood, epidemic, war, terrorism, civil disorder, industrial action (other than of that party's own staff), power or network failure, cyber attack that reasonable precautions could not have prevented, and act or omission of a carrier, government or regulator.

Initial Term means the minimum term for a Service stated in the Proposal, or if none is stated, one month.

Intellectual Property Rights means all present and future rights in copyright, patents, designs, trade marks, circuit layouts, trade secrets, confidential information, know-how and all other intellectual property, whether registered or not.

Personal Information has the meaning in the Privacy Act 1988 (Cth).

Policies has the meaning in clause 1.2(e).

Proposal has the meaning in clause 1.2(a).

Service means each service we agree to supply under a Proposal, and **Services** means all of them.

Service Levels means any response, resolution or availability targets stated in a Service Schedule, Service Description or agreed Service Level document.

Software means any software, application (web, desktop or mobile), platform, API, portal, script, model, or integration that we make available to you, whether hosted by us or installed on your devices, including all updates.

Third Party Product means any product, service, software, licence, network or subscription supplied by someone other than us that we procure, resell or use in delivering a Service, including carrier and network services, productivity and collaboration suites, identity services, endpoint management, security and backup tools, cloud hosting, and AI model providers.

User means each person you authorise to use a Service, including your employees and contractors.

2.2 Headings are for convenience. "Including" means "including without limitation". A reference to a law includes any amendment or replacement. All amounts are in Australian dollars and exclude GST unless stated otherwise. Nothing in this Agreement is to be read against a party because that party drafted it.

3. Term, renewal and minimum terms

3.1 This Agreement starts on the Commencement Date and continues while any Service is being supplied.

3.2 Each Service has its own Initial Term starting on the date the Service is activated or made available to you (the **Activation Date**).

3.3 At the end of the Initial Term, a Service continues **month to month** on the same terms until either party ends it on 30 days' written notice, unless the Proposal states a different renewal term. Where the Proposal states a renewal term, we will remind you in writing at least 30 days before the renewal date, and you may give notice not to renew at any time before that date.

3.4 Where you add a Service to an existing account, the Initial Term for that Service is as stated in the Proposal for it, or one month if none is stated. Adding a Service does not extend the term of any other Service unless the Proposal says so.

4. Our Services

4.1 **Scope.** We will supply the Services described in the Proposal and the applicable Service Schedule. Anything not described is out of scope and, if you ask us to do it, is chargeable at our then-current rates.

4.2 **Standard.** We will supply the Services with due care and skill, using suitably qualified personnel, and in accordance with applicable laws and industry codes that bind us.

4.3 **Timeframes.** Dates and durations in a Proposal are good-faith estimates. We will use reasonable endeavours to meet them and will tell you promptly if we expect a material delay. We are not liable for delay caused by you, a Third Party Product, a carrier, or a Force Majeure Event.

4.4 **Service Levels.** Service Levels are targets, not guarantees. Where a Service Level document provides a credit or rebate, that credit or rebate is your sole remedy for our failure to meet the Service Level. Service Levels do not apply to the extent the failure is caused by you, your Users, Customer Systems, a Third Party Product, planned maintenance, suspension under clause 13, or a Force Majeure Event.

4.5 **Personnel and subcontractors.** We may use employees, contractors and subcontractors to deliver the Services. We remain responsible for their work.

4.6 **Third Party Products.** Many Services depend on Third Party Products. You acknowledge that: (a) Third Party Products are supplied on the third party's terms, which we may pass on to you, and you must comply with them; (b) we do not control their

availability, performance, pricing or roadmap; (c) we may substitute an equivalent Third Party Product; (d) if a supplier increases its price to us, we may pass that increase through on 30 days' notice; and (e) if a supplier stops supplying us, we may suspend or end the affected Service without liability.

4.7 **Changes to Services.** We may improve, update or change how a Service works, provided the change does not materially reduce the Service's core functionality during a paid Initial Term. Where a change materially reduces core functionality, clause 18 applies.

5. Your obligations

5.1 You must:

(a) give us timely and accurate information, decisions, approvals and access (to sites, systems, administrator credentials, tenancies and personnel) that we reasonably need;

(b) provide a safe working environment where our people attend your sites, and comply with work health and safety laws;

(c) use the Services only for lawful business purposes and in accordance with the Acceptable Use Policy;

(d) keep account credentials secure, ensure your Users do the same, and tell us immediately of any suspected unauthorised access;

(e) be responsible for all use of the Services under your account, whether or not you authorised it;

(f) promptly remove access for Users who leave or no longer need it;

(g) hold all licences, consents and rights needed for us to work on Customer Systems and to process Customer Data;

(h) maintain your own backups of Customer Systems and Customer Data except to the extent we are expressly engaged under a Proposal to do so;

(i) not resell, sublicense or provide the Services to third parties unless the Proposal permits it; and

(j) not do, or allow, anything that damages, interferes with or exposes to risk our systems, networks or other customers.

5.2 You are responsible for the acts and omissions of your Users as if they were your own.

5.3 If we attend a fault or request and find it was caused by Customer Systems, your Users, or a third party you engaged, or that there was no fault, we may charge our standard rates for the time spent.

6. Fees, invoicing and payment

6.1 **Fees.** You must pay the Fees. Recurring Fees are invoiced monthly in advance. Usage-based Fees (such as calls, data, SMS, AI processing units and licence overages) and time-and-materials work are invoiced in arrears. Equipment and one-off project Fees are invoiced as set out in the Proposal, or otherwise on order.

6.2 **Project payments.** Unless the Proposal states otherwise, one-off professional services or project Fees are payable 50% on acceptance of the Proposal and 50% on completion or go-live, whichever is earlier. Where a project is delayed by more than 30 days for reasons attributable to you, we may invoice for work completed to date.

6.3 **Payment terms.** Invoices are payable within 14 days of the invoice date, unless the Proposal states otherwise, by direct debit, card or electronic transfer. Where you have nominated direct debit or a card, you authorise us to debit each invoice on or after its due date.

6.4 **Disputed amounts.** If you dispute an invoice in good faith, you must tell us in writing within 30 days of the invoice date, identifying the disputed items and reasons. You must pay the undisputed portion by the due date. We will investigate promptly and refund or credit any amount we find was incorrectly charged. We will not suspend a Service solely for non-payment of an amount that is the subject of a genuine dispute notified under this clause while we are investigating it. Where a dispute is not raised within 30 days, we may treat the invoice as accepted, subject to any law to the contrary and to our Complaint Handling Policy.

6.5 **Late payment.** If you do not pay by the due date we may: (a) charge interest on the overdue amount at the Reserve Bank of Australia cash rate plus 5% per annum, calculated daily; (b) charge a late payment administration fee of $25 (ex GST) per overdue invoice; (c) withdraw any discount for the period the account is overdue; (d) suspend Services under clause 13 after giving at least 5 Business Days' notice; and (e) recover our reasonable costs of collection, including collection agency fees and legal costs.

6.6 **No payment surcharges.** We do not charge a surcharge for paying by card or any other payment method we accept.

6.7 **Annual review.** We may increase recurring Fees once in any 12-month period by the greater of CPI (All Groups, Australia) or 5%, on 30 days' written notice. Increases passed

through from Third Party Products or carriers under clause 4.6(d) are separate from this review. Increases required by law or regulation may be applied on the notice required by that law.

6.8 **Credit assessment and security.** You consent to us obtaining credit information about you and your directors from credit reporting bodies and trade references in accordance with the Privacy Act, and to us disclosing default information to those bodies as permitted by law. Where we reasonably consider that payment is at risk, we may require a deposit, bond, bank guarantee or director's guarantee as a condition of supply. Any guarantee will be a separate document signed by the guarantor.

6.9 **GST.** Fees exclude GST unless stated otherwise. You must pay GST in addition to the Fees at the same time. We will issue tax invoices.

6.10 **Set-off.** You must pay Fees without set-off or deduction, except for amounts we have agreed in writing to credit.

7. Intellectual property

7.1 **EmuTel owns the EmuTel IP.** All EmuTel IP, including all Developed IP, is and remains our property. Developed IP vests in us on creation, whether or not you requested, specified, funded, directed, tested or contributed to it, and regardless of how the work is described or priced in a Proposal. Payment of Fees for design, development, configuration, implementation or integration work does not transfer ownership of any Intellectual Property Rights to you.

7.2 **Assignment and further assurance.** To the extent any Developed IP does not automatically vest in us, you assign it to us (including by way of present assignment of future rights) and must do everything reasonably required, including signing documents, to confirm our ownership. You must obtain any necessary consents from your personnel to give effect to this clause, including consents under the moral rights provisions of the Copyright Act 1968 (Cth).

7.3 **Your Background IP and Customer Data.** You keep ownership of your Background IP and Customer Data. You grant us a non-exclusive, royalty-free licence to use them to the extent needed to supply the Services and to develop and support the Software, including to embed your forms, templates, logos and processes in a Service configured for you.

7.4 **Licence to you.** For each Service, we grant you a non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant EmuTel IP (including Software) for your internal business purposes, for the number of Users, sites, devices or other measure stated

in the Proposal, for as long as we supply that Service to you and you comply with this Agreement. The licence ends when the Service ends.

7.5 **No exclusivity.** Unless a Proposal expressly grants exclusivity in a signed writing, nothing in this Agreement restricts us from supplying the same or similar Software, Deliverables or Services to any other customer, including your competitors, or from commercialising Developed IP in any way.

7.6 **Feedback.** If you or your Users give us suggestions, requests, comments or feedback about the Services, we may use them without restriction or payment, and any Intellectual Property Rights in them are assigned to us on creation.

7.7 **Restrictions.** You must not, and must not allow anyone else to: copy, modify, adapt, translate or create derivative works of the Software; reverse engineer, decompile or disassemble it except as permitted by law that cannot be excluded; remove or alter proprietary notices; access it to build a competing product; scrape or bulk-extract data other than through export features we provide; sell, rent, lease, lend or make it available to third parties; or use it outside the scope of the licence.

7.8 **Open source and third-party components.** The Software may include open source or third-party components licensed on their own terms, which apply to those components. We warrant that we have the right to grant the licences we grant under this Agreement.

7.9 **Aggregated Data.** We may create, own and use Aggregated Data for any purpose, including improving our Services and benchmarking, provided it does not identify you or any individual.

7.10 **Research and development.** You acknowledge that we conduct the development of our Software and Services as our own business activity, at our own risk and for our own benefit, that we control how that development is undertaken, and that this Agreement does not create a contract to develop Intellectual Property Rights to your order or on your behalf.

8. Customer Data and privacy

8.1 **Ownership.** You own the Customer Data. We claim no interest in it except the licence in clause 7.3 and our right to Aggregated Data.

8.2 **Our handling.** We will handle Customer Data only to supply, support, secure and improve the Services, to comply with law, and as otherwise permitted by this Agreement and our Privacy Policy. We will not sell Customer Data.

8.3 **Your responsibilities.** You warrant that you have collected Customer Data lawfully and have all consents, notices and authorities required (under the Privacy Act 1988 (Cth), the Spam Act 2003 (Cth), surveillance and telecommunications interception laws, and any other applicable law) to give it to us and for us to handle it as this Agreement contemplates. As between us, you are responsible for the accuracy, legality and content of Customer Data and for how you use the outputs of the Services.

8.4 **Privacy.** Each party will comply with the Privacy Act 1988 (Cth) to the extent it applies to that party. Where we handle Personal Information on your behalf we will: handle it only as you instruct or this Agreement permits; take reasonable steps to protect it; assist you to respond to access and correction requests; and notify you without undue delay if we become aware of an eligible data breach affecting Customer Data, and reasonably cooperate with your assessment and notification obligations under the Notifiable Data Breaches scheme.

8.5 **Sub-processors and location.** You authorise us to use Third Party Products (including cloud hosting, identity, telephony, transcription and AI model providers) to store and process Customer Data. Some providers may store or process data outside Australia. The applicable Service Schedule or Service Description states where a Service's primary data is hosted and lists categories of sub-processors. We will give you reasonable notice of a material change to hosting location for a Service you subscribe to.

8.6 **Lawful requests.** We may disclose Customer Data where required by law, court order or a regulator, and will tell you where lawful to do so.

8.7 **Retention.** We retain Customer Data for the duration of the relevant Service and the export period in clause 8.8, plus any period required by law or as stated in the applicable Service Schedule. Retention settings that you control within a Service are your responsibility.

8.8 **Return and export.** On termination or expiry of a Service, and provided all undisputed Fees are paid, you may export your Customer Data using the export features of the Service, or ask us to provide it, in a commonly used format as described in the applicable Service Schedule, for 30 days after the end date (**Export Period**). We may charge our standard rates for assistance beyond self-service export. After the Export Period we may delete Customer Data from live systems, and from backups in the ordinary cycle, unless law requires longer retention or you have purchased archival hosting.

8.9 **Communications data.** For telecommunications Services, we collect and retain call, message and network records as required by the Telecommunications Act 1997 (Cth), the Telecommunications (Interception and Access) Act 1979 (Cth) and related laws, and share

information with carriers, number portability systems and emergency services as those laws require.

9. Confidentiality

9.1 Each party must keep the other's Confidential Information confidential, use it only for this Agreement, and disclose it only to its personnel, advisers and (for us) subcontractors and Third Party Product providers who need to know it and are bound by equivalent obligations, or as required by law.

9.2 On request after the Agreement ends, each party must return or destroy the other's Confidential Information, subject to legal retention requirements and clause 8.8.

9.3 This clause survives termination for five years, and indefinitely for trade secrets and Customer Data.

10. Security and backup

10.1 We maintain security measures appropriate to the Services we supply, including access control, encryption in transit, patching and monitoring. The measures for a Service are described in its Service Schedule or Service Description.

10.2 No system is completely secure. We do not guarantee that Services, Customer Systems or Customer Data will be free from unauthorised access, malware or loss. Managed security services reduce risk; they do not eliminate it. We recommend you maintain cyber insurance appropriate to your business.

10.3 Unless a Proposal expressly includes backup as a Service for a specified system, we do not back up Customer Systems and you are responsible for your own backups and business continuity. Where backup is included, the Service Schedule states frequency, retention and restore testing, and our obligation is to operate that backup with due care and skill, not to guarantee that every item can be restored.

10.4 You must not, and must ensure your Users do not, disable, bypass or weaken security controls we deploy. Where you or a third party do so, or you decline a security recommendation we make in writing, we are not liable for loss that results.

11. Warranties

11.1 We warrant that we will supply the Services with due care and skill, and that we have the rights needed to grant the licences in this Agreement.

11.2 You warrant that the information you give us is accurate; that you have authority to enter this Agreement; that Customer Systems you ask us to work on are lawfully yours to

use and modify; and that your use of the Services will comply with law.

11.3 **Australian Consumer Law.** Our goods and services may come with guarantees that cannot be excluded under the ACL. Nothing in this Agreement excludes, restricts or modifies any right or remedy you have under the ACL that cannot lawfully be excluded. Where the ACL applies and permits it, our liability for failure to comply with a consumer guarantee is limited, at our option, to resupplying the service or paying the cost of resupply, or repairing or replacing the goods or paying the cost of doing so.

11.4 Except as stated in this Agreement or required by law, all other warranties, conditions and representations are excluded. Without limitation, we do not warrant that Services will be uninterrupted, error-free or secure, that they will meet your requirements, or that Third Party Products will perform.

11.5 The Services are not designed for use where failure could lead to death, personal injury or severe physical or environmental damage. You are responsible for assessing whether you need redundant or fail-safe services.

12. Liability

12.1 **Cap.** Subject to clauses 11.3 and 12.4, our total aggregate liability to you arising out of or in connection with this Agreement, whether in contract, tort (including negligence), under statute or otherwise, is limited to the Fees paid by you for the affected Service in the 6 months immediately before the event giving rise to the claim.

12.2 **Consequential Loss.** Subject to clause 11.3, neither party is liable to the other for Consequential Loss.

12.3 **Exclusions.** Subject to clause 11.3, we are not liable for loss to the extent caused by: your breach of this Agreement; your Users or Customer Systems; Third Party Products or carriers; Customer Data or instructions you provide; your failure to maintain backups you are responsible for; a Force Majeure Event; or a cyber incident not caused by our breach of clause 10.1.

12.4 **Carve-outs.** The cap in clause 12.1 does not limit: your obligation to pay Fees; either party's liability for fraud or wilful misconduct; your liability under the indemnities in clause 12.6; or liability that cannot lawfully be limited.

12.5 **Proportionate liability.** Each party's liability is reduced to the extent the other party, its personnel or a third party contributed to the loss.

12.6 **Your indemnities.** You indemnify us and our suppliers against loss, liability and cost (including reasonable legal costs) arising from: (a) a third-party claim that Customer Data,

or our handling of it as you instructed, infringes rights or breaches law; (b) your or your Users' unlawful use of the Services, or use in breach of the Acceptable Use Policy; (c) recording, monitoring or processing of communications without required consent or notice (see Schedule 4); (d) your breach of clause 7.7; and (e) your failure to remove Equipment or Services from Customer Systems when required. Our right to be indemnified is reduced to the extent we caused or contributed to the loss.

12.7 **Benefit to suppliers.** The limitations and exclusions in this clause 12 also benefit our carriers, licensors and suppliers.

12.8 This clause survives termination.

13. Suspension

13.1 We may suspend all or part of a Service, on notice where practicable, if: (a) Fees are overdue and clause 6.5(d) applies; (b) you materially breach this Agreement or the Acceptable Use Policy and have not remedied it within 5 Business Days of notice (or immediately where the breach threatens the security or integrity of our systems, other customers or a network); (c) a carrier, regulator or law requires it; (d) we reasonably believe the Service is being used fraudulently or unlawfully; or (e) we need to perform emergency maintenance.

13.2 During suspension you remain liable for Fees. We may charge a reinstatement fee of $75 (ex GST) per Service suspended for non-payment or breach. If a suspension for your default continues for 30 days, we may terminate the affected Service under clause 14.3.

14. Termination

14.1 **By you, for convenience.** You may end a Service at any time by 30 days' written notice, subject to paying the Early Termination Amount in clause 14.5 if the Service is still in its Initial Term.

14.2 **By us, for convenience.** We may end a Service that is outside its Initial Term by 30 days' written notice. We may end a Service within its Initial Term on 30 days' notice where we are discontinuing that Service generally, in which case no Early Termination Amount is payable and we will refund any Fees paid in advance for the period after termination.

14.3 **For cause.** Either party may end this Agreement or an affected Service immediately by notice if the other party: (a) commits a material breach and fails to remedy it within 14 days of written notice; (b) commits a breach that cannot be remedied; or (c) becomes insolvent, enters administration, liquidation or a creditors' arrangement, or has a receiver or controller appointed.

14.4 **Consequences.** On termination or expiry of a Service: (a) your licence to the related EmuTel IP ends and you must stop using it; (b) you must pay all Fees accrued to the end date and any Early Termination Amount; (c) you must return our Equipment under Schedule 5; (d) clause 8.8 (Export) applies; (e) the cancellation and handover process in clauses 14.6 and 14.7 applies to devices and Services in our management; and (f) transition assistance beyond that process is available at our standard rates.

14.5 **Early Termination Amount.** If a Service ends before the end of its Initial Term because you terminate for convenience or we terminate for your default, you must pay: (a) all Fees accrued to the termination date; (b) any Third Party Product costs we have committed to for you that we cannot cancel; (c) for Telecommunications Services, the amount stated in Schedule 1; and (d) for all other Services, the recurring Fees for the lesser of the remaining Initial Term and 3 months. The parties agree these amounts are a genuine pre-estimate of our loss.

14.6 **Cancellation and handover process.** We want the end of a Service to be orderly for you. The process is:

(a) An authorised contact requests cancellation or handover through our customer portal (or in writing if the portal is unavailable), selecting the Services and devices to be released and a handover date and time from those we offer (**Handover Date**). The Handover Date is not earlier than 5 Business Days after the account is settled under paragraph (b), unless you pay the expedite fee in our standard rates.

(b) Before a Handover Date can be confirmed, you must pay all undisputed Fees accrued to the Handover Date, any Early Termination Amount, any non-cancellable Third Party Product commitments, the replacement cost of any rental Equipment you are keeping, and the handover fees for the devices and Services being released, as set out in our standard rates published on our website. Amounts genuinely disputed under clause 6.4 do not delay the process.

(c) On the Handover Date we release the selected devices and Services and email your authorised contact a handover pack containing the documentation, credentials, network and configuration information we hold for your environment, and a completion notice listing what was released and the date Fees ceased for each item.

(d) Until the Handover Date the devices and Services remain in our management systems and Fees continue. If you stop using a Service without completing this process, Fees continue until you do.

14.7 **What handover involves for each kind of device.**

(a) **Network devices.** Handsets, routers, modems, switches and access points that we supplied or configured contain our provisioning, configuration and firmware settings, which are EmuTel IP. On the Handover Date we factory reset each device and remove it from our provisioning and management systems so that it can be configured for your new environment. You (or your new provider) are responsible for configuring the device after handover. Our support and any warranty we gave for the device end on the Handover Date; the manufacturer's warranty is unaffected. You authorise the reset and acknowledge that it removes all configuration, including settings you may wish to record beforehand.

(b) **Computers and servers.** We remove our monitoring, security, backup and administration agents and our administrator accounts, and hand over local administrator credentials in the handover pack. We do not reset or alter your data or applications.

(c) **Cloud tenancies and subscriptions.** We remove our partner and administrator relationships, hand over global administrator credentials, and cancel or transfer resold subscriptions in accordance with the vendor's rules. You are responsible for accepting a new partner relationship where a vendor requires it.

(d) **Numbers and connections.** Numbers are released for porting on your new provider's request. Connections remain active until the Handover Date or the completion of a transfer, whichever is earlier.

(e) **Rental Equipment** must be returned within 14 days after the Handover Date under Schedule 5, or purchased at the replacement cost before the Handover Date.

14.8 **Survival.** Clauses 6, 7, 8.7–8.9, 9, 11, 12, 14.4–14.8, 15, 19 and 20, and any other clause that by its nature should survive, survive termination.

15. Complaints and disputes

15.1 If you have a complaint, tell us and we will handle it under our Complaint Handling Policy. For Telecommunications Services you may also contact the Telecommunications Industry Ombudsman (tio.com.au) if you are not satisfied with our response.

15.2 For any other dispute, each party must first nominate a senior representative to meet (in person or virtually) within 10 Business Days of a written dispute notice and attempt in good faith to resolve it. Neither party may start court proceedings (other than for urgent injunctive relief or recovery of undisputed debts) until 20 Business Days after the dispute notice.

15.3 Both parties will keep performing their obligations while a dispute is being resolved.

16. Force majeure

16.1 A party is not liable for failure or delay in performing an obligation (other than to pay money) to the extent caused by a Force Majeure Event, provided it notifies the other party promptly and uses reasonable endeavours to resume performance. If a Force Majeure Event prevents performance of a Service for more than 60 days, either party may end that Service on notice without liability.

17. Non-solicitation

17.1 During the Agreement and for 12 months after it ends, you must not, without our written consent, directly or indirectly solicit for employment or engagement any of our employees or contractors who provided Services to you. General job advertisements not targeted at our personnel are not solicitation. If you breach this clause you agree to pay us a recruitment fee equal to 25% of the person's annual remuneration with you, as a genuine pre-estimate of our loss.

18. Changes to this Agreement

18.1 We may change this Agreement (including Fees and Service Schedules) by giving you at least 30 days' written notice. Notice may be given by email, by a notice on or with your invoice, or by a notice in your customer portal, in each case pointing to the updated version at emutel.com.au/policies/terms-and-conditions.

18.2 If a change is materially detrimental to you and is not required by law, regulation, a carrier or a Third Party Product provider, you may end the affected Service by written notice given before the change takes effect, without paying an Early Termination Amount, and we will refund any Fees paid in advance for the period after termination.

18.3 Changes that benefit you, are administrative, or are required by law may take effect on shorter notice.

18.4 Continued use of a Service after the effective date of a change is acceptance of the change.

19. Notices

19.1 Notices must be in writing and sent to the email or postal address on the Proposal (for you) or to accounts@emutel.com.au or our registered office (for us), or such other address as a party notifies. Email notices are taken to be received when sent, unless the sender receives a delivery failure. Postal notices are taken to be received 3 Business Days after

posting. Notices received after 5pm or on a non-Business Day are taken to be received the next Business Day.

20. General

20.1 **Assignment.** You may not assign or novate this Agreement without our consent, which we will not unreasonably withhold. We may assign or novate it to a related body corporate or as part of a sale or restructure of our business, and you consent to that.

20.2 **Change of control.** You must tell us within 14 days if there is a change in your ownership or control. We may require a new credit assessment and, if it is not satisfactory, a security under clause 6.8.

20.3 **Entire agreement.** This Agreement is the entire agreement between us about its subject matter and supersedes all prior discussions, representations and agreements. You have not relied on any representation not set out in this Agreement.

20.4 **Variation.** Apart from changes under clause 18, this Agreement may only be varied in writing signed or electronically accepted by both parties.

20.5 **Severability.** Any provision that is unenforceable is read down to the extent necessary or severed, without affecting the rest.

20.6 **Waiver.** A failure or delay in exercising a right is not a waiver.

20.7 **Relationship.** We are independent contractors. Nothing creates a partnership, joint venture, agency or employment relationship.

20.8 **Electronic acceptance.** Electronic signatures and acceptance by email, portal or clicking to accept are binding.

20.9 **Governing law.** This Agreement is governed by the law of New South Wales and the parties submit to the non-exclusive jurisdiction of its courts and tribunals.

Part B — Service Schedules

Each Schedule applies only to the Service type it describes and adds to the General Terms. Where a Schedule conflicts with the General Terms, the Schedule prevails for that Service.

Schedule 1 — Telecommunications Services

Applies to: fixed broadband (including nbn®), business mobile and SIM services, hosted voice and cloud PBX, SIP trunks, inbound and geographic numbers, and related carriage services, under whatever product or brand name we market them.

1.1 Supply through carriers

(a) We supply carriage Services using networks operated by carriers and wholesale suppliers we choose. Service quality, coverage and availability depend on those networks and the technology at your premises (for example, nbn® FTTP, FTTC, FTTN, HFC, fixed wireless or satellite). We may change carrier or supplier without notice provided the Service remains substantially equivalent.

(b) Speeds quoted are typical or maximum speeds and are not guaranteed. Actual performance depends on the access technology, line quality, distance, congestion, in-premises wiring, Wi-Fi and your equipment.

(c) These terms are for business customers. Services we supply to residential consumers are supplied under separate consumer terms.

1.2 Regulatory protections

(a) The Telecommunications Consumer Protections Code (C628:2019 as amended) applies to Services supplied to consumers and small business customers as defined in that Code. Where the Code applies, we will comply with it, and nothing in this Agreement limits your rights under it.

(b) The Customer Service Guarantee Standard applies to standard telephone services to the extent required by law. Our Customer Service Guarantee statement is published at emutel.com.au/policies.

(c) You may complain to the Telecommunications Industry Ombudsman if you are not satisfied with how we handle a complaint about a Telecommunications Service.

(d) Our Financial Hardship Policy is available at emutel.com.au/policies.

1.3 Critical Information Summary and pricing

Where the TCP Code requires it, we will provide a Critical Information Summary for each plan. Call, SMS, data and roaming charges are set out in the Proposal or our published price list.

1.4 Use of the Service

(a) The Service is for your business use and your authorised Users. You must not resell it or use it to provide carriage services to others.

(b) You are responsible for all use of the Service from your Service delivery point or SIM, including unauthorised use, until you notify us of a loss, theft or compromise.

(c) You must not use the Service in breach of the Acceptable Use Policy, to send spam, to make unsolicited or menacing calls, or in a way that interferes with a network or other customers.

(d) Our Acceptable Use Policy applies to fair use of unlimited or included allowances.

1.5 Mobile Services

(a) SIM cards remain our property. You must tell us immediately if a SIM or device is lost or stolen; you are liable for charges until you do.

(b) Number porting to us is governed by the Mobile Number Portability Code and the Local Number Portability Code as applicable. We do not guarantee that a number can be ported or when. Porting may cancel value-added services with your previous provider. You remain liable to your previous provider for its charges. Porting a number away from us before the end of the Initial Term triggers the Early Termination Amount.

(c) International roaming is charged at the rates published on our website, which may change without notice. We may require a security deposit before enabling roaming. Some services may not be available while roaming.

1.6 Hosted voice and cloud PBX

(a) Hosted voice depends on your internet connection, local network and power. Calls, including emergency calls, may not be possible during an outage. You must tell your Users that VoIP services may not work in a power or internet failure and should not be relied on as the sole means of contacting emergency services.

(b) You are responsible for providing and keeping accurate the location details for each service for emergency call routing.

(c) Call recording features are subject to Schedule 4, clause 4.2.

(d) Handsets and other devices supplied by us are Equipment under Schedule 5. Moving a device we manage to another provider is done through the cancellation and handover process in clauses 14.6 and 14.7 of the General Terms, including the factory reset of the device and the handover fee in our standard rates.

(e) You do not own or acquire any interest in a telephone number, IP address, or other identifier we allocate to you, and its use is subject to regulatory requirements.

1.7 Fault reporting

(a) Before reporting a fault, take reasonable steps to check that it is not caused by your equipment, wiring or power. Report faults to our service desk and quote the ticket number in all dealings.

(b) We will use reasonable endeavours to rectify faults within the Service Levels for the Service. Carrier and nbn® fault timeframes are outside our control.

(c) Where a fault is in your equipment or premises, or there is no fault, clause 5.3 of the General Terms applies. Missed appointments or incorrect call-outs charged to us by a carrier will be passed on at cost.

1.8 Transfers to and from us

(a) You authorise us to act on your behalf to transfer services from your current provider, and you must pay your current provider for services up to the transfer date.

(b) If you transfer a service away from us, you remain liable for Fees to the transfer date and for any Early Termination Amount. If we have programmed override or least-cost routing codes into your phone system, calls may continue to be carried and billed by us until you remove them at your cost.

1.9 Early Termination Amount — Telecommunications

If a Telecommunications Service ends before the end of its Initial Term because you terminate for convenience or we terminate for your default, the Early Termination Amount is the monthly recurring Fee for that Service multiplied by the number of months (or part months) remaining in the Initial Term, plus any unrecovered Equipment or installation subsidy shown on the Proposal. Where the TCP Code applies, we will not charge more than that Code permits.

1.10 Bundles and discounts

Where Fees are discounted because you take multiple Services or commit to a term, and you cancel one of the bundled Services or end a Service early, the remaining Services revert to our standard undiscounted Fees from the next billing cycle.

1.11 Data hosting for telecommunications records

Call records, voicemail, recordings and configuration for hosted voice are stored in Australia unless the Service Description for a Service states otherwise.

Schedule 2 — Managed IT Services

Applies to: managed services agreements, service desk and support plans, cloud productivity suite administration and licensing, endpoint management and security, email security, backup services, network management, projects, and ad hoc IT support.

2.1 Scope

(a) The Proposal defines the supported environment: the users, devices, sites, servers, applications and cloud tenancies covered (**Supported Environment**), the support hours, and any included Service Levels.

(b) Unless the Proposal says otherwise, the following are out of scope and chargeable at our standard rates: devices, users or sites added after the Proposal; software or hardware we did not supply and have not agreed to support; end-of-life or unsupported operating systems and applications; remediation of pre-existing issues identified in onboarding; work caused by your or a third party's changes; major projects, migrations and new implementations; training beyond incidental guidance; after-hours work; on-site attendance beyond the included allowance; and costs of Third Party Products.

(c) Onboarding may reveal issues in the Supported Environment. We will report them and quote remediation. We may decline to bring a system into scope, or exclude it from Service Levels, until remediation is done.

2.2 Service Levels

(a) Response and resolution targets are set out in the Proposal or Service Description by priority. They are targets for our response, not guarantees of resolution, and are measured within support hours.

(b) Service Levels do not apply to out-of-scope items, Third Party Product outages (including cloud platform and carrier outages), issues caused by you or your Users, or during suspension.

2.3 Your obligations

In addition to clause 5 of the General Terms, you must:

(a) give us global administrator or equivalent access to tenancies and systems in scope, and not remove or reduce it without agreement;

(b) not engage another provider to make changes to the Supported Environment without telling us; where you do, we may charge to reconcile and are not responsible for the consequences;

(c) maintain supported, licensed software and hardware and replace end-of-life items when we recommend it in writing;

(d) implement the baseline security controls we require as a condition of service, including multi-factor authentication, patching, endpoint protection and backup; if you decline a control we recommend in writing, clause 10.4 of the General Terms applies;

(e) nominate an authorised contact who can approve changes, purchases and access requests, and tell us who is authorised to request password resets and account changes;

(f) tell us promptly about staff changes so accounts can be created and removed;

(g) hold cyber insurance appropriate to your business; and

(h) comply with the licence terms of Third Party Products we deploy in your environment.

2.4 Third Party Products and licensing

(a) We may supply productivity, security, backup and other software subscriptions as a reseller or cloud solution partner of the vendor. Each is subject to the vendor's own customer agreement, which you accept when you use the product. The vendors and agreements that apply are listed in the Proposal or Service Description.

(b) Subscription terms, minimum commitments, price changes and cancellation rules are set by the vendor. Annual-commitment licences cannot be reduced during the year. We will pass through vendor price changes on the vendor's notice.

(c) Where you ask us to manage licences or products purchased elsewhere, our support is limited to configuration; vendor support and warranty remain with the vendor.

2.5 Security services

(a) Security services (endpoint detection and response, email security, managed detection and response, dark web monitoring, security awareness training) reduce risk. They do not guarantee that an incident will not occur, that all threats will be detected, or that an incident will be contained.

(b) Incident response beyond the included scope is chargeable at our standard rates, including forensic investigation and recovery.

(c) You remain the responsible entity for your regulatory obligations, including under the Privacy Act and any industry-specific requirements.

2.6 Backup services

(a) Where the Proposal includes backup for a specified system, we will configure and operate that backup with the frequency and retention stated in the Proposal, monitor its status, and perform test restores at the frequency stated. Systems not listed are not backed up.

(b) Restores are performed on request within the Service Levels. Full recovery time depends on data volume and the environment; we do not guarantee a recovery time unless the Proposal states one.

(c) Where backup data is stored with a third-party provider, that provider's terms and data location apply.

2.7 Projects and professional services

(a) Project scope, deliverables, assumptions, milestones and pricing are as set out in the Proposal. Anything not stated is excluded.

(b) We may issue a change request for any change in scope or for assumptions that prove incorrect. Work on a change starts when you approve it.

(c) Fixed prices assume the assumptions in the Proposal. Time-and-materials estimates are indicative.

(d) A milestone or project is accepted when you confirm in writing, or 10 Business Days after we notify you that it is complete if you have not raised a specific defect in writing, or when you use it in production.

2.8 Remote access and monitoring tools

We will install agents and tools on devices in the Supported Environment. They collect device, security and performance data for us to deliver the Services. You must tell your Users. We will remove them on termination when clause 14.4 of the General Terms is satisfied.

2.9 Offboarding

Offboarding follows the cancellation and handover process in clauses 14.6 and 14.7 of the General Terms: the handover pack includes administrator credentials, documentation and configuration information for the Supported Environment, and our agents and accounts are removed on the Handover Date. Cooperation with an incoming provider beyond the handover pack is charged at our standard rates unless the Proposal includes it. Third Party Product subscriptions we resell are cancelled or transferred in accordance with the vendor's rules, and you are liable for non-cancellable commitments.

2.10 Data location

Data managed under this Schedule resides in the systems you use (for example, your cloud productivity tenancy). Our monitoring and documentation platforms store data in Australia or with providers who commit to Australian or equivalent data protection standards, as listed in the Service Description.

Schedule 3 — Software and Applications Services

Applies to: software we host and make available as a service (SaaS), web and mobile applications built or configured for you, portals, integrations, APIs, and related implementation, configuration and support services. This includes applications developed to your requirements.

3.1 Nature of the Service

(a) We supply the Software as a service. You receive a right to access and use it under clause 7.4 of the General Terms. You do not receive a copy of the source code, and no Intellectual Property Rights transfer to you.

(b) Where we build or configure an application to your requirements, the Fees for design, development, configuration and implementation are Fees for services and for early access to a product we are developing. They are not a purchase price for Intellectual Property Rights. Clauses 7.1, 7.5 and 7.10 of the General Terms apply.

(c) We may offer the same or similar Software to other customers, including in your industry, and may incorporate features developed during your engagement into our product for all customers.

3.2 Delivery and access

(a) The Software may consist of a web application accessed through a supported browser, a mobile application for iOS and Android installed through the relevant app store, APIs, and integrations. The Service Description for your Software states the components.

(b) We host and operate the Software. You are not required to provide servers. You must provide compatible devices, browsers, operating system versions and internet connectivity.

(c) Mobile applications are also subject to the app store terms of Apple and Google. We may require you to update to a supported version to continue receiving support.

3.3 Authentication and user management

(a) Where the Software uses your existing identity provider (for example a cloud identity service your business already uses), Users sign in with their normal work credentials. We do not issue, hold or manage passwords for those Users. Your administrator controls who can access the Software by granting or removing access in your identity provider, and your security policies (including multi-factor authentication and conditional access) govern sign-in. Initial access requires your administrator to consent to the application in your tenancy.

(b) Where the Software uses its own accounts, you must keep credentials secure and remove departed Users promptly.

(c) You are responsible for the actions of every User who accesses the Software under your tenancy, and for promptly removing access for staff who leave.

3.4 Customer Data, storage and devices

(a) Records you create in the Software are Customer Data, stored in a database we operate on your behalf. The Service Description states the hosting region.

(b) **Data on devices.** Where the Software allows Users to create or edit records on a mobile device without network coverage, those records are stored on the device until it regains connectivity and the records are transferred to our systems. Until transferred, those records exist only on that device. You are responsible for the physical security of devices used with the Software, whether they are owned by you or by your Users, including enforcing passcodes, encryption and remote wipe, and for removing the Software from devices when a User leaves. We are not liable for loss of records that were not yet transferred.

(c) **Your content and your professional responsibility.** The Software is a tool for capturing, storing and presenting information. You are solely responsible for the accuracy, completeness and quality of the data entered, for the professional judgements, reports, certifications and decisions you make using it, and for compliance with any accreditation, regulatory or contractual standards that apply to your business (for example NATA accreditation, industry standards or client specifications). We do not review Customer Data for accuracy.

(d) **Record keeping and audit trail.** Where the Service Description states that the Software maintains an audit trail, the Software records changes to records, the User who made each change and the time. Completed records may be locked as read-only; reopening a completed record is itself recorded. The audit trail is provided to support your record-keeping; it does not replace your own quality system.

3.5 Availability, dependencies and maintenance

(a) We aim to make the Software available 24 hours a day, but we do not guarantee uninterrupted availability. Any availability target is stated in the Service Description or an agreed Service Level document and, where met by a credit, that credit is your sole remedy.

(b) The Software depends on Third Party Products including cloud hosting, identity providers and your internet connectivity. We are not responsible for unavailability caused by them.

(c) Where the Software supports offline capture, field capture does not require connectivity or an active sign-in session; connectivity is required to transfer records.

(d) We will schedule planned maintenance outside your normal business hours where practicable and give reasonable notice of maintenance likely to cause a noticeable outage. Emergency maintenance may occur without notice.

3.6 Updates and new versions

We may update the Software from time to time to fix defects, improve security, add features or change how features work. Web application updates take effect when deployed. Mobile application updates may require you to install a new version through the app store. We may retire features on reasonable notice and will not, during a paid Initial Term, remove core functionality you depend on without providing a reasonable alternative.

3.7 Backup, retention and export

(a) We back up the databases hosting your Customer Data at the frequency and with the retention stated in the Service Description. Backups are for disaster recovery of the Service as a whole; restoring individual records that a User deleted is a chargeable request unless the Software provides a self-service restore feature.

(b) On termination, clause 8.8 of the General Terms applies. Unless the Service Description states otherwise, export is provided as a structured data export (CSV or JSON) of your records plus PDF copies of completed documents generated by the Software, available for the Export Period. Archival hosting after the Export Period is available at our then-current rates.

(c) Retention of records within the Software is controlled by you through the Software's settings. You are responsible for setting retention to meet your legal, accreditation and contractual obligations.

3.8 Implementation, configuration and acceptance

(a) Implementation and configuration work, and any development to your requirements, is delivered in the phases and against the specification described in the Proposal. Anything not in the specification is out of scope and subject to a change request.

(b) You must provide sample data, subject-matter input, test users and timely feedback. Delays in your input extend our timeframes.

(c) Each phase is accepted when you confirm in writing, or 10 Business Days after we notify you it is ready for use if you have not raised a specific non-conformance with the specification in writing, or when you use it for live business records. Defects notified during the acceptance period will be corrected at no charge. Changes of preference or scope are not defects.

(d) Pre-release, pilot, beta or trial features are provided as-is, may change or be withdrawn, and are excluded from Service Levels.

3.9 Support

Support is provided through our service desk during the hours stated in the Proposal for questions about using the Software and for reporting defects. Training, data cleansing, bulk imports, report design and customisation are chargeable unless included in the Proposal.

3.10 Subscription and Fees

(a) Subscription Fees are based on the measure stated in the Proposal (for example per User, per site, per device, per record volume or a flat platform fee) and are invoiced monthly in advance. Where you exceed the included measure, we may invoice the excess at the rate in the Proposal.

(b) Where the Proposal provides that implementation Fees are discounted or waived in return for a minimum subscription term, the Early Termination Amount includes the discounted or waived amount.

3.11 Acceptable use

In addition to the Acceptable Use Policy, you must not use the Software to store or process data you are not entitled to, attempt to access other customers' data, load malicious code, or use automated means to access it other than through APIs we provide and document.

3.12 Integrations and APIs

Where the Software integrates with your other systems (for example accounting, CRM, email or productivity platforms), you authorise us to access those systems through the credentials and consents you provide. Integrations depend on third-party APIs which may

change or be withdrawn; we will use reasonable endeavours to maintain them but do not guarantee their continued operation.

3.13 Multi-tenant platforms

Where the Software is a shared multi-tenant platform, your Customer Data is logically separated from other customers' data. Platform-wide changes, maintenance windows and feature updates apply to all tenants.

Schedule 4 — AI and Communications Intelligence Services

Applies to: call recording, transcription, summarisation, sentiment and topic analysis, AI assistants and agents, automated drafting, CRM enrichment, and any Service that applies machine learning or generative AI to communications (calls, voicemail, email, SMS, chat, meeting recordings and uploaded documents) or to Customer Data.

4.1 Nature of AI outputs

(a) AI features generate outputs (transcripts, summaries, classifications, suggested replies, extracted data, recommendations) using statistical models. Outputs may be incomplete, inaccurate, biased or out of context, and may vary between runs.

(b) Outputs are provided to assist your staff. You must have a suitably skilled person review outputs before relying on them for any decision that affects a person's rights, employment, credit, health, safety, legal position or entitlements, or before sending communications generated by the Service to third parties.

(c) We do not warrant the accuracy of any output, and we are not liable for decisions you make in reliance on outputs.

4.2 Recording and monitoring — your responsibilities

(a) Recording, transcribing or analysing communications is regulated by the Telecommunications (Interception and Access) Act 1979 (Cth), the Surveillance Devices Act 2007 (NSW) and equivalent state and territory laws, workplace surveillance laws (including the Workplace Surveillance Act 2005 (NSW)), and the Privacy Act. Requirements differ by state and by whether the parties are staff, customers or the public.

(b) You are solely responsible for determining that recording and analysis is lawful for your use, for obtaining any consent required from all parties to a communication, for giving any notice required (including recorded announcements on calls and written notice to

employees), and for maintaining a policy that tells your staff what is recorded and analysed.

(c) We provide recording and analysis features as tools. Enabling them is your decision and your instruction to us. Clause 12.6(c) of the General Terms applies.

(d) You must configure the Service to exclude recording where required (for example, payment card details, where PCI DSS requires pausing) and must not use the Service to record or analyse communications you are not a party to or authorised to record.

4.3 Use of Customer Data for AI

(a) We use Customer Data to provide the AI features to you, including sending it to third-party AI model providers as sub-processors under clause 8.5 of the General Terms.

(b) We will not use your Customer Data to train or fine-tune models that are made available to other customers, except as Aggregated Data, or with your written consent.

(c) We will use commercially reasonable efforts to configure third-party model providers so that they do not retain your data for training their models, and will disclose in the Service Description the providers used and their data handling commitments. Providers may process data outside Australia.

4.4 Retention of recordings and transcripts

Recordings, transcripts and analysis are retained for the period you configure in the Service, subject to any minimum or maximum stated in the Service Description. Storage beyond the included allowance is chargeable. You are responsible for setting retention to meet your legal and regulatory obligations, and for deleting data when you are required to.

4.5 Prohibited uses

You must not use AI Services to: make fully automated decisions with legal or similarly significant effects on individuals without human review; profile individuals in ways that unlawfully discriminate; generate deceptive, defamatory or misleading content; impersonate a person without disclosure; undertake covert surveillance; or circumvent a third party's terms of service. We may suspend an AI Service used in breach of this clause.

4.6 Disclosure of AI use

Where an AI agent or assistant communicates directly with your customers or the public (for example an AI receptionist or automated reply), you are responsible for any disclosure required by law or by your industry code that the person is interacting with an automated system, and for providing a path to a human.

4.7 Changes in AI models and providers

AI technology and providers change rapidly. We may change the underlying models and providers, which may change output style, quality or behaviour. We will give reasonable notice of changes we expect to be material.

4.8 Usage and Fees

AI features may be charged by seat, by minutes recorded or transcribed, by processing units, or as stated in the Proposal. Usage above included allowances is invoiced in arrears.

Schedule 5 — Equipment and Hardware

Applies to: Equipment we sell, rent, lend or supply with a Service, and installation.

5.1 Sale of Equipment

(a) Title to Equipment sold to you passes when we receive payment in full. Risk passes on delivery. Until title passes you hold the Equipment as bailee, must keep it insured and identifiable, and must not sell or encumber it. You grant us a security interest in the Equipment and its proceeds until paid, and we may register it under the Personal Property Securities Act 2009 (Cth). We may repossess unpaid Equipment and you authorise us to enter premises to do so.

(b) New Equipment carries the manufacturer's warranty, which we will help you claim. Our own warranty is limited to notifying us of defects within 60 days of delivery, after which we will repair or replace the item or refund the price at our option. Warranty does not cover damage from misuse, power surges, environmental conditions, modification, or installation by others.

(c) Clause 11.3 of the General Terms (ACL) applies to Equipment.

5.2 Rented, loaned and Service Equipment

(a) Equipment we rent or lend to you, or that we supply as part of a Service (for example routers, handsets and modems), remains our property or our supplier's property at all times.

(b) You must keep it in good condition, use it only for the Service, not move it from the installation site without our agreement, not allow anyone other than us to service or alter it, and insure it if we ask.

(c) You must return it within 14 days after the Service ends, in good condition. If you do not, or it is lost or damaged beyond fair wear and tear, you must pay its replacement cost as stated in the Proposal or, if none is stated, our then-current retail price.

(d) You must allow us access to install, inspect, maintain, replace and remove it on reasonable notice.

5.3 Installation and site

(a) You must prepare the site, obtain landlord and other consents, and provide power, cabling paths, environmental conditions and access as we reasonably require. You indemnify us against claims arising from our entry to premises with your permission.

(b) Installation Fees assume standard installation as described in the Proposal. If site conditions require more, we will quote the additional work before proceeding.

(c) We supply modems and routers pre-configured for the Service. Reconfiguration made necessary by changes you or others make is chargeable at our standard rates.

(d) If you relocate, we will use reasonable endeavours to relocate the Service and Equipment at your cost, subject to availability at the new site.

5.4 Software embedded in Equipment

Firmware and software embedded in Equipment is licensed, not sold, under clause 7 of the General Terms and the manufacturer's terms.

Privacy Policy

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