A Standard Form of Agreement

Under section 479 of the Telecommunications Act 1997.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd.

1300 NUMBERS AUSTRALIA

Part A - Introduction

1. About this document

a) These are Alltel's Customer Terms.

b) When we supply you with Telecommunications Products, our Customer Terms apply by agreement between us or, failing agreement, under section 479 of the Telecommunications Act.

c) When we supply you with non-Telecommunications Products, our Customer Terms apply as our standard terms of business.

2. About Us

Alltel or 'we' means Alltel Pty Ltd ACN 126 744 116.

Part B - Customer Agreements

3. Your Customer Agreement

We supply Service under a Customer Agreement or Agreement that includes:

a) this Part B

b) the General Terms in Part C, and

c) any Service Schedule for the Service.

Service Schedules for our main Services are in Part D to Part E.

4. Plans

a) Many Services are available under different Plans, each with its own features, entitlements, contract period, Charges and special conditions.

b) Your Agreement also includes the terms of any Plan you select.

5. Peak & Off-peak

a) A Plan may specify certain days and/or times as Peak or Off-peak.

b) Different Charges, entitlements or terms may apply in Peak and Off-peak periods. The Plan will indicate how that works in each case.

6. Periodic Entitlements

a) A Plan may include the right to use a certain amount of a Service during a certain period.

- eg An Internet Plan might let you download 500 gigabytes of data each month at no extra cost.
- eg A local call Plan might let you make 200 local calls each month at no extra cost. We call these Periodic Entitlements.

We call these Periodic Entitlements.

b) Unused Periodic Entitlements do not carry forward and are not redeemable for cash or other credit.

c) If you exceed your Periodic Entitlement, extra Charges may apply or a Service may be limited in some way. Your Plan will give details.

7. Prepaid Plans

For a Prepaid Plan:

a) Prepayments are not redeemable for cash or other credit.

b) The Plan may specify a Use-by Date ie a period after which any prepaid entitlements that are not used expire without refund. Unless a Plan specifies otherwise, a Use-By Date of one year applies to all Prepaid Plans.

c) Prepayments are not transferable between Plans – if you change Plans, there is no credit for unused prepaid entitlements (unless the Plan states otherwise).

d) We may specify minimum and/or maximum prepayments that you may make.

e) When your prepaid entitlements are used up we may cease providing Service. We are not responsible for the consequences of Service ceasing.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

8. Non-Prepaid Plans

For a Plan that is not a Prepaid Plan, you may use the Service without paying in advance in full, but:

a) We may require partial prepayment for a period of Service.

b) We may require a partial prepayment before or after your Service Start Date.

c) We may require you to maintain a minimum prepaid balance for a Service.

d) We may vary the amount of a required prepayment or minimum prepaid balance from time to time.

e) We may apply your prepaid balance to your next Bill or any later Bill/s.

9. Acceptable and Fair Use Policies

a) We may publish an Acceptable Use Policy and/or a Fair Use Policy for a Service or Plan.

b) An Acceptable Use Policy or Fair Use Policy will be directed against abusive, antisocial, illegal and/or grossly unreasonable use of a Service and/or our resources.

c) You must comply with an applicable Acceptable Use Policy or Fair Use Policy. For additional information regarding our Acceptable Use Policies, please visit www.alltel.com.au or alternatively to obtain a copy of the applicable policy – write to our Customer Information and Compliance Officer at PO Box 5133 Brandon Park, VIC 3150

10. 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.

11. Interacting with our staff

a) You must deal with our staff courteously

b) You must not be rude to our staff.

c) You must not harass or mislead our staff.

d) If you breach this clause in a serious way, or on more than one occasion:

i. we may make a written request that you comply with it; and

ii. if you breach it again, you are in material breach of your Agreement.

12. 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.

13. 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

d) Where a Partner Requirement states that a Partner has a certain right or power:

i. the Partner itself may exercise that right or power; or

ii. we may exercise the right or power on behalf of the Partner.

ACL Consumers and ACL Small Businesses: If a new or amended Partner Requirement is materially detrimental to you, you may have Walk Away Rights under clause 56.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

14. Fixed Terms

A Plan may specify a particular, fixed or minimum term. If it does:

a) An Agreement for the Plan is a contract for at least that specified term.

b) Either you or we can terminate the Agreement on or after the end of that specified term, by giving 30 days' termination notice.

15. Month-to-month, casual or 'no contract' terms

If a Plan or Agreement is described as month-to-month, casual or no contract or similar:

a) we may terminate it on at least 30 days' notice; and

b) you may terminate it on at least 30 days' notice, taking effect at the end of a Billing Period (eg if you give notice on 26 March, your Agreement ends on 30 April next).

16. Bundled Equipment

a) Under some of our Plans, you will be supplied with Equipment (eg a mobile handset or modem) without paying its full purchase price on delivery (Bundled Equipment).

b) Bundled Equipment may be:

i. free – in which case we absorb its full cost;

ii. amortised – in which case you pay $0 up-front and we recoup the cost from you as part of Charges over a minimum term;or

iii. subsidised – in which case we absorb part of the cost and pass the balance on to you, either by cash or amortised payment.

c) Clause 32(c) explains when ownership of Bundled Equipment passes to you.

17. Telecommunications Consumer Protections (TCP) Code

a) The TCP Code applies to consumer and some business customers, called TCP Customers in our Customer Terms. Refer to the Dictionary for the detailed definition.

b) A term or note in our Customer Terms headed 'TCP Customers' applies to you if you are a TCP Customer, but not otherwise

18. Australian Consumer Law (ACL) Protections (TCP) Code

a) Some provisions of the ACL apply to:

i. individuals who enter Consumer Contracts (as defined in the ACL). We call those persons ACL Consumers in our Customer Terms. Refer to the Dictionary for the detailed definition; and

ii. businesses that enter Small Business Contracts (as defined in the ACL). We call those persons ACL Small Businesses in our Customer Terms. Refer to the Dictionary for the detailed definition.

b) A term or note in our Customer Terms headed 'ACL Consumers' applies to you if you are an ACL Consumer, but not otherwise.

c) A term or note in our Customer Terms headed 'ACL Small Businesses' applies to you if you are an ACL Small Business, but not otherwise.

19. ACL Consumers, ACL Small Businesses and Unfair Contract Terms

a) Our Customer Terms apply to a wide variety of customers and circumstances, and must reasonably protect our interests across that wide variety.

b) If you are an ACL Consumer or an ACL Small Business, and a term of your Agreement would (except for this clause) be unfair (within the meaning of section 24 of the ACL) we will not apply or rely on that term without also taking steps to appropriately mitigate any unfairness.

c) Those steps will be tailored to the particular situation, but may include eg offering you Walk Away Rights and a reasonable period to exercise them.

20. Consumer Guarantees

a) Under the Australian Consumer Law, consumers (as defined in the ACL) have the benefit of certain Consumer Guarantees:

i. that cannot be excluded; and

ii. where the consumer's rights in case of breach cannot be limited by your Agreement, or can only be limited to a certain extent.

b) Your Agreement never operates to exclude the Consumer Guarantees (where they apply) or to limit your remedies for breach of them (in a way not permitted by law).

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

21. Understanding and navigating our Customer Terms

a) Expressions used in our Customer Terms are explained in the Dictionary in clause 114.

b) Rules for interpreting other expressions in our Customer Terms are set out in clause 113.

c) The Index is at the end.

Part C - General Terms

22. 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.

23. 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 (eg 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 66.

24. 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 Agreement 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.

25. Providing Service

a) We will commence Service as soon as reasonably practicable after the Agreement 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.

26. 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) Anyone who makes use of a Service with your consent or from your premises or using your equipment or log-in credentials is counted as 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 Agreement if done (or not done) by you.

27. Using a Service

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

i. your Customer Agreement (including any applicable Acceptable Use Policy or Fair Use Policy); and

ii. any applicable Laws.

b) You must not use a Service:

i. in breach of any Law;

ii. to breach anyone else's rights;

iii. to infringe copyright;

iv. to create, transmit or communicate communications which are defamatory, obscene, pornographic, discrimiory, offensive, in breach of confidence, illegal or which bring us or any of our Partners into disrepute;

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

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 is likely to result, in damage to property or injury to any person; or

ix in any way that damages or interferes with our Services to our other customers, our Partners or any Facilities, or exposes us to liability.

28. Exploitative Use

a) 'Exploitative Use' means:

i. using an unlimited mobile telephone Service to generate mobile terminating access or SMS message terminating access payments (for example, by using SIM boxing);

ii. using a Service to transit, refile or aggregate domestic or international traffic on our network;

iii. using a Service with devices that switch or reroute calls to or from Our Network without our consent;

iv. using a Service in a manner similar to the kinds described in clauses 28(a)(i), (ii) or (iii); or

v. any other use of a Service in a manner that cannot reasonably be considered to be within the range of uses for which the Service are ordinarily supplied – provided that use of a Service is not Exploitative Use merely because it is high volume use.

b) You must not engage in Exploitative Use.

29. Telephone numbers

a) In connection with a Service, you may be allocated with telephone numbers.

b) We must comply with the Numbering Plan which sets out rules for issuing, transferring and changing telephone numbers.

c) We must also comply the Smart number Rules.

d) You have no claim against us arising from anything we do in compliance with the Numbering Plan (including changing or withdrawing a previously allocated number) or the Smart number Rules.

e) You must not:

i. do anything that causes us to breach the Numbering Plan or which makes it more difficult for us to comply with it; or

ii. relocate, reassign or transfer the number for any Service except in accordance with our published procedures, or otherwise as the Law permits.

f) You do not own any number allocated to you, and (except where Law, including the Smartnumber Rules, permits you to transfer your telephone service and its number to another service provider) you have no right to retain a particular number when your Agreement ends.

30. IP addresses, email addresses and domain names

a) In connection with a Service, you may be allocated IP addresses, email addresses, domain names or Internet identifiers.

b) These Internet identifiers are licensed, controlled and administered not by us but by independent authorities. These authorities make, and may change, their own rules and regulations that bind us and you.

c) We are not responsible for anything done, or required to be done, by these authorities.

d) You do not own any Internet identifier allocated to you, and (except where rules of the relevant authority permit you to transfer an Internet identifier to another service provider) you have no right to retain them when your Agreement ends.

e) An IP address allocated to you:

i. may be managed using Network Address Translation (NAT);

ii. may not be 'globally routable' ie directly reachable by all other Internet users; and

iii. may therefore not support applications or services that require inbound connections to be established (eg a Virtual Private Network). This reflects common industry architecture and is not a defect in your Service.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

f) We may allocate you with a globally routable IP address, if you request it or applicable Service Terms provide for it, subject to:

i. availability;

ii. Service Terms;

iii. our current allocation policy at the time of request; and

iv. payment of an additional charge.

31. Dynamic IP addresses

a) Unless your Internet Service specifies that we shall provide you with a static (ie nonchanging) IP address, we may provide it using dynamic IP addresses (that change periodically).

b) The periodic changing of dynamic IP addresses is normal network behaviour and not a fault.

c) It may be difficult or impossible to operate an Internet server (eg a mail server or a web server) using an Internet Service with a dynamic IP address. If you intend to operate such a server you should use an Internet Service with a static IP address.

32. Supplied Equipment

a) This clause applies if we supply Equipment to you.

b) You assume risk in Equipment upon delivery.

c) We or our Partners retain title to Equipment:

i. for Equipment rented or loaned to you – at all times;

ii. for Bundled Equipment – until completion of the minimum term; and

iii. for any other Equipment – until full payment has been made – each a Security Period.

d) While we or our Partners retain title to Equipment, you hold it in a fiduciary capacity as bailee for us.

e) We or our Partners retain all intellectual property rights in any software, manuals or user documentation supplied with Equipment.

f) If you use in connection with a Service any Equipment we have not approved or provided:

i. it must comply with all applicable Laws, and technical standards and requirements including those set by its supplier or the manufacturer;

ii. you are responsible for ascertaining what those technical standards and requirements are, since we will not be familiar with the Equipment; and

iii. we will not be liable to you for any losses or expenses you incur in relation to your use of the Equipment, except to any extent we cause or contribute to it by:

A. our negligence, or

B. our breach of the Consumer Guarantees.

33. Substituted Equipment

a) On occasions, stock of advertised Equipment may become unexpectedly unavailable. In that event we may supply substitute Equipment that is substantially equivalent to the advertised Equipment.

b) On occasions, advertised Equipment may not be technically suitable for your situation. In that event we may supply substitute or modified Equipment that is more suitable.

34. Delivery of Equipment

a) We will try to deliver Equipment to you on the delivery date (Delivery Date) and at the address (Site) indicated on your Application during normal business hours in that area.

b) Variations at your request to Delivery Date or Site:

i. are at our discretion; and

ii. may be subject to conditions, including extra Charges.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

35. Installation and connection of Equipment

a) This clause only applies if we expressly agree to install or connect Equipment.

b) We will install the Equipment at the Site within a reasonable time after the Delivery Date to connect you to the Service during normal business hours in that area. You must provide us with safe access.

c) You must prepare the Site for the installation (in accordance with any directions or specifications we issue) at your own expense, including providing:

i. appropriate electricity supply;
ii. appropriate electrical and mechanical fittings;
iii. appropriate environmental conditions;
iv. a secure location for the Equipment, including if applicable a suitable point for mounting an external satellite dish without obstructions;
v. all necessary facilities for the location of the Equipment;
vi. access to all necessary personnel including your technical personnel;
vii. where relevant, permission for us and our representatives and agents to enter the Site and install the Equipment including making any minor physical modifications reasonably necessary for the purpose.

d) You warrant to us that as at the date of installation and connection to the Service, you will have notified any relevant parties and obtained all relevant consents for us to enter onto the Site, install Equipment and connect you to the service.

e) You must indemnify us against any claim made against us, or loss incurred by us (including legal costs on a full indemnity basis) in connection with such entry and installation, except to any extent that we cause or contribute to it by:

i. our negligence, or
ii. our breach of the Consumer Guarantees.

f) You must obtain and maintain, at your expense, any permits, licences, approvals, authorisations, including local council planning approval required for the installation and operation of the Equipment and connection to the service.

g) Where:

i. a Safe Work Method Statement is required; or
ii. other construction-related requirements apply – under the occupational health and safety laws of your jurisdiction, you must comply with such requirements.

h) If installation must be rescheduled because you breach this clause, we may make a reasonable charge for our additional costs.

36. Installation Charges

a) We will charge you installation Charges as stated (or indicated by) in your Agreement.

b) We will try to inform you in advance of any installation fees that may be charged by our Partners.

c) If we find that installation will be more costly because of factors beyond our reasonable control, we may decline to proceed with installation unless you agree to revised Charges.

37. Additional Equipment services

a) You may ask us to supply additional services in relation to Equipment eg repairs.

b) If we agree to provide additional services, we will charge on a time and materials basis at our standard rates at the time (which may include materials supplied by our Partners at rates they determine).

38. Lost, stolen and damaged Equipment

a) You are responsible for any lost, stolen and damaged Equipment owned by us, except if it is caused by us or our personnel.

b) You must pay for Equipment that is lost, stolen or damaged, except if that is caused by us or our personnel.

39. Return of Equipment

On the termination of your Agreement for any reason, you must return all our Equipment without delay.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

39.1 Application of clause

a) This clause 40 applies to the extent that your Customer Agreement provides for or contains a 'security interest' for the purposes of the PPS Law (or part of it).

b) The security interest granted to us is a 'purchase money security interest' to the extent that it can be under section 14 of the PPS Law.

39.2 Registration and rights

a) We may register our security interest. You must do anything (such as obtaining consents and signing documents) which we require for the purposes of:

i. ensuring that our security interest is enforceable, perfected and otherwise effective under the PPS Law;
ii. enabling us to gain first priority (or any other priority agreed to us in writing) for our security interest; and
iii. enabling us to exercise rights in connection with the security interest.

b) Our rights under your Customer Agreement are in addition to and not in substitution for our rights under other law (including the PPS Law) and we may choose whether to exercise rights under our agreement and/or under such other law, as we see fit.

39.3 PPS Law exclusions and waivers

a) The following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are 'contracted out' of your Customer Agreement in respect of goods that are not used predominantly for personal, domestic or household purposes:

i. section 95 (notice of removal of accession to the extent it requires us to give a notice to you);
ii. section 96 (retention of accession);
iii. section 125 (obligations to dispose of or retain collateral);
iv. section 130 (notice of disposal to the extent it requires us to give a notice to you);
v. section 132(3)(d) (contents of statement of account after disposal);
vi. section 132(4) (statement of account if no disposal);
vii. section 135 (notice of retention);
viii. section 142 (redemption of collateral); and
ix. section 143 (re-instatement of security agreement).

b) The following provisions of the PPS Law:

i. section 123 (seizing collateral);
ii. section 126 (apparent possession);
iii. section 128 (secured party may dispose of collateral);
iv. section 129 (disposal by purchase); and
v. section 134(1) (retention of collateral) – confer rights on us. You agree that in addition to those rights, we shall, if there is default by you, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any Equipment during its Security Period, not only under those sections but also, as additional and independent rights, under your Customer Agreement and you agree that we may do so in any manner we see fit including (in respect of dealing and disposal) by private or public sale, lease or licence.

c) You waive your rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.

39.4 Non-disclosure

We and you agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. You must do everything necessary on your part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this clause is made solely for the purpose of allowing to us the benefit of section 275(6)(a) and we shall not be liable to pay damages or any other compensation or be subject to injunction if we breach this clause.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

39.5 No competing security interest

You must not create, purport to create or permit to be created any 'security interest' (as defined in PPS Law) in Equipment during its Security Period other than with our express written consent.

39.6 Sub-hiring Equipment during Security Period

a) You must not lease, hire, bail or give possession of (sub-hire) the equipment to anyone else unless we (in our absolute discretion) first consent in writing. Any such sub-hire must be in writing in a form acceptable to us and must be expressed to be subject to our rights under our agreement with you.

b) You must take all steps including registration under PPS Law as may be required to:

i. ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;

ii. enable us to gain (subject always to our rights) first priority (or any other priority we agree to in writing) for the security interest; and

iii. enable each of us to exercise our respective rights in connection with the security interest.

39.7 Costs

We may recover from you the cost of doing anything under this clause 39, including registration fees and the costs of notification.

40. TCP Customers and Authorised Representatives

a) If you are a TCP Customer, you can appoint an Authorised Representative to act on your behalf if you require.

b) To be effective, we require that any such appointment:

i. is in writing;

ii. is signed by you (unless you are incapable of signing, in which case we shall work out a feasible and mutually acceptable alternative with you);

iii. is verified by you in person or by telephone, including reasonable evidence of your identity (unless you are incapable of communicating with us in person or by telephone, in which case we shall work out a feasible and mutually acceptable alternative with you);

iv. states any limitations on the authority of your Authorised Representative (eg time limit; limit on access to your account or personal information; limit on authority to incur expense on your behalf); and

V. where we reasonably require that the appointment contains particular information or is in a particular form – must contain that information and/or be in that form.

c) If your appointment does not state any limitations, your Authorised Representative has the power to act on your behalf as if they are you.

d) If your appointment states any limitations, your Authorised Representative has powers, including access to your information, in accordance with your appointment and those limitations

41.TCP Customers and Advocates

a) You can use an Advocate to communicate with us if you require

b) We presume that an Advocate is not authorised to establish or make changes to your account or Services, unless the Advocate is also your Authorised Representative under clause 41.

c) A person acting as your Advocate has no power to act on your behalf and has no access to your information without you being present and agreeing to such action.

42. Rights and remedies for PDH goods and services

Important consumer information: Full details of the consumer rights and remedies referred to in clauses 43 and 44 can be obtained from the Australian Competition and Consumer Commission (ACCC) at www.accc.gov.au or from a local consumer protection agency.

a) If we supply you with goods or services of a kind ordinarily acquired for personal, domestic or household (PDH) use or consumption you have important rights under the Australian Consumer Law (ACL) including Consumer Guarantees and remedies. Nothing in your Agreement limits those rights and remedies in any way.

b) If we supply you with PDH Goods or Services, and you are told they come with a 'manufacturer's warranty' or 'one year product assurance' or similar, those rights are in addition to, and not instead of, your rights under the ACL.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

43. Rights and remedies for non-PDH goods costing no more than $40,000

If we supply you with goods or services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption and cost no more than $40,000 you have important rights under the ACL including Consumer Guarantees and remedies but:

a) In relation to these goods, our liability for failure to comply with a Consumer Guarantee (other than certain guarantees about ownership and undisturbed use) is limited to:

i. replacing the goods or supplying equivalent ones;
ii. repairing the goods;
iii. paying the cost of replacing the goods or of acquiring equivalent ones; or
iv. paying the cost of having the goods repaired; and

b) In relation to these services, our liability for failure to comply with a Consumer Guarantee is limited to:

i. supplying the services again; or
ii. paying the cost of having the services supplied again.

c) If we supply you with non-PDH Goods or Services that cost no more than $40,000, and you are told they come with a ' manufacturer's warranty' or 'one year product assurance' or similar, those rights are in addition to, and not instead of, your rights under the ACL.

44. Personal injury or death

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

45. Service Level Agreements

If a Service or a Plan includes a Service Level Agreement (SLA):

a) We are liable for any remedy or rebate specified by the SLA; and

b) Subject to clauses 43 to 45, and to the express terms of the SLA, our liability for breach of the SLA is limited to such remedy or rebate

46.Exclusion of implied terms

Important consumer information: Nothing in this clause 47 limits the consumer rights and remedies referred to in clauses 43 and 44 Subject to clauses 43, 44, 45 and 46:

a) Any representation, warranty, condition or undertaking (whether in favour of you or of us) that would be implied in your Agreement by legislation, common law, equity, trade custom or usage or otherwise is excluded from your Agreement 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.

47. Limitation of liability – General

Important consumer information: Nothing in this clause 48 limits the consumer rights and remedies referred to in clauses 43 and 44. Subject to clauses 43, 44, 45, 46 and 53, we are never liable to you for, and you release us from any Claim for, any Loss

48. Liability – General

a) You must pay us all Charges and other amounts due under your Agreement.

b) You must pay us the fair value of any Equipment that you fail to return to us when required.

c) You must pay us fair compensation for any damage to Equipment you return to us. Fair wear and tear does not count as damage.

d) You must indemnify us for any loss or damage we suffer as a result of or in connection with:

i. your breach of your Agreement;
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

TCP Customers: We will not impose Credit Management Charges unless the Charges are a reimbursement of our costs and you are advised of their amount or method of calculation.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

e) 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.

f) Your obligations under this clause survive termination of your Agreement.

49. Liability – 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.

50. Liability – (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.

51. Liability and our Partners

51.1 No Claims against a Partner If:

a) Except for this clause, you would have a Claim against a Partner arising out of or in connection with your Service or their role in its supply; and

b) Our Partner has required us to exclude the Claim and/or we are liable to indemnify it against the Claim – then:

c) You must not make the Claim;

d) You release our Partner from the Claim; and

e) You indemnify us and our Partner against any Loss we suffer if you do make the Claim.

51.2 Partner indemnity

If we are liable to indemnify a Partner against any Claim or Loss arising out of or in connection with your Service or their role in its supply then, to the extent that we are not liable for the Claim or Loss on ordinary principles of law, you must indemnify us against our liability to the Partner.

51.3 No application where Unfair If:

a) You are an ACL Consumer or an ACL Small Business; and (b) clause 52.1 or 52.2 is determined by a court or tribunal to be Unfair – it will not apply.

52. Limitation of liability – ACL Consumers and ACL Small Businesses

Important consumer information: Nothing in this clause 53 limits the consumer rights and remedies referred to in clauses 43 and 44. If:

a) You are an ACL Consumer or an ACL Small Business; and

b) clause 48 is determined by a court or tribunal to be Unfair – then clause 48 will not apply but:

c) neither of us is liable to the other for economic loss, business interruption, loss of revenue, profits, actual or potential business opportunities or contracts, anticipated savings, loss of profits, loss of data, indirect or consequential loss, an obligation to indemnify another person, or an obligation to contribute to the compensation of loss or damage suffered by another person; and

d) except for liability under clauses 49(a), (b) or (c), 51 or 52 the liability of each of us to the other for any Loss is limited to $1,000 in aggregate in respect of the Term.

53. Maintenance and faults

53.1 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.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

53.2 Reporting faults

a) You may report faults in relation to a Service or the Network by contacting our help line during its operating hours.

b) 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.

c) You must not report a fault directly to one of our Partners unless we ask you to do so.

d) 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.

53.3 Repairing faults

a) We will use reasonable efforts to repair faults in Our Facilities within a reasonable period.

b) We will use reasonable efforts to have our Partners repair faults in Partner Facilities within a reasonable period.

c) You are responsible for maintaining and repairing your own equipment (except where we supplied it and you have warranty rights in relation to a fault).

53.4 Cost of repairs

If you cause a fault or damage to the Network, we may charge you the reasonable cost of repairing it.

54. General power to vary your Agreement

We may vary your Agreement from time to time on notice to you but variations do not have retrospective effect. ACL Consumers and ACL Small Businesses: Subject to clause 56.2, we shall give you reasonable notice, having regard to:

a) The nature of the variation; and

b) The means by which notice is to be provided; and

c) The length of time remaining before the variation is to occur; and

d) Any other matter that is reasonably relevant – and we may also give you Walk Away Rights as explained in clause 56

55. ACL Consumers, ACL Small Businesses and Agreement variations

This clause only applies to ACL Consumers and ACL Small Businesses.

55.1 Reminder about ACL Consumers and ACL Small Businesses

'ACL Consumers' means individuals who enter certain kinds of contracts. 'ACL Small Businesses' means certain businesses that enter certain kinds of contracts. Refer to the Dictionary for the detailed definitions.

55.2 Beneficial or minor negative impact

If an Agreement variation will have a beneficial or only a minor negative impact on you:

a) We will not give you notice, and

b) We will not give you Walk Away Rights.

55.3 Variations arising from amendments by a Partner

If:

a) A Partner supplies a service (Resupply Service) to us; and

b) We resupply the Resupply Service to you (either as a separate service or as part of another service); and

c) The Partner exercises a legal right to vary its terms of supply of the Resupply Service – then:

d) We may vary your agreement in accordance with the partner's variation;

e) We will give you notice of the variation; and

f) We will give you Walk Away Rights if you also pay any costs (eg early termination fee or similar) that we will have to pay for cancelling the Resupply Service with the Partner.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

55.4 Other variations

In any other case:

a) We will give you notice of the variation.

b) We will also offer you the right to terminate your Agreement within 14 days of the date of the notice without incurring charges other than:

i. usage or network access charges to the date your Agreement ends; and

ii. outstanding amounts for installation of Equipment; and

iii. outstanding amounts for Equipment that is compatible with other suppliers' services; and

iv. where applicable, any amount under clause 56.3 – (Walk Away Rights)

56. When variations take effect

Agreement variations take effect:

a) At the end of any applicable notice period; or

b) If no notice period applies, immediately

57. Customer transfers

57.1 Transfer to us

a) If you wish to transfer from another supplier to us, you must first check whether your contract with your current supplier imposes any restrictions or costs of doing so.

b) By making an application for Service, you instruct and authorise us to arrange with your current supplier to transfer the service to us, and authorise us to act on your behalf with your current supplier to transfer the Services to us.

c) You must promptly pay your current supplier all amounts you owe it.

57.2 Transfer away from us

a) If you transfer a Service to another supplier, you must pay our Charges that accrue before completion of the transfer.

b) If you transfer a Service to another supplier before the end of any minimum term or fixed term, Early Termination Fees apply – see clause 82.

58. Charges & payment (1): kinds of Charge

We have various kinds of Charge, including:

a) Installation Charges eg for installing Equipment;

b) Set up Charges eg a one-off Charge when you start on an Internet Service;

c) Periodic Charges eg a fixed monthly Charge for an ADSL Service;

d) Usage Charges eg a Charge per call made on a local call Service;

e) Prepaid Charges eg a Charge for call credit on a mobile telephone service;

f) Call connection Charges eg a Charge incurred when a telephone call connects;

g) Miscellaneous Charges eg a Charge for providing a second copy of a bill, and any Charge that an applicable code, regulation, determination or law specifically allows us to make;

h) Third party Charges eg an amount we must pay to a Partner to install a second telephone line in your premises;

I) Equipment Charges eg the price of a modem we sell to you – and other Charges stated as part of a Plan.

59. Charges & payment (2): Prices

a) Subject to clause 62, our prices are as stated in your Plan

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

60. Charges & payment (3): spot priced Services

a) We may designate a Service as a spot priced Service.

b) Spot priced Services will consist of resupplied or rebilled Services where our buy price or other third party charges can vary with little or no notice.

c) International telephone calls and international roaming are spot priced Services.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

61. Varying Charges

We may vary the Charges or add new Charges from time to time in accordance with clauses 55, 56 and 57.

62. 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 Agreement.

63. Bundled Plans

a) We may offer a group of Services as a package (bundle) for discounted total Charges (compared to the total Charges that would apply if you acquired the same Services not as a bundle). eg We might offer bundled 'Home phone + Internet Access for $89.95 a month' where our Charges for the individual Services would be $99.95 a month.

b) Each Service in a bundle is subject to a separate but dependant Agreement.

c) If you stop acquiring any Service in a bundle:

i. you have 'broken' the bundle; and

ii. we may bill you non-discounted charges for the remaining service/s

64. Credit management (1): Guarantees and security

a) We can make supply of Service conditional on you giving us, and maintaining, security and/or third party guarantees to our reasonable satisfaction. TCP Customers: We will base the requirement for a security on the outcome of a credit assessment conducted in relation to you and the Service you acquire.

b) If we become entitled to suspend or terminate Service, we may make the resumption of Service conditional on you giving us, and maintaining, security and/or third party guarantees to our reasonable satisfaction. TCP Customers: We will base the requirement for a security on the outcome of a credit assessment conducted in relation to you and the Service you acquire.

c) We may use a security payment to pay any billed Charge that is overdue, where you have not disputed the Charge. TCP Customers: Before we access a security payment, we will advise you that it will be accessed within 5 working days and provide you an opportunity to pay within that period.

65. Credit management (2): Credit checks

65.1 Credit checks

a) At our discretion, we may obtain a credit report about you to help us decide whether to accept your application for service as well as its ongoing maintenance and to help us collect overdue amounts. We may invoice you for the fee we incur in obtaining a credit report.

b) And to help us collect overdue amounts. We may invoice you for the fee we incur in obtaining a credit report.

c) In the course of a credit check, we may disclose personal information about you to a credit reporting agency or other credit information provider. We may receive a credit report and other information about you, including personal information.

d) A credit reporting agency may include the fact that we obtained a credit report about you in its credit information file on you.

65.2 Disclosure of information

We may disclose to a credit reporting agency:

a) Information in your application;

b) Details of your account;

c) That you have applied for credit with us;

d) That we are a current credit provider to you;

e) Payments that are more than 60 days overdue and are subject to collection processes;

f) Any payment of yours for $100 or more which has been dishonoured more than once;

g) Any serious credit infringement you have committed;

h) That payments are no longer overdue.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

65.3 Other credit disclosures

We may disclose information about you and any debt you owe us to:

a) A debt collection service we engage; and

b) Anyone who takes, or is considering taking, an assignment of any debt you owe us.

65.4 Your consents

a) If you are an individual, you agree that we can conduct a credit check and verify your personal details, in accordance with this clause.

b) If you are self-employed, you agree that we can:

i. obtain and use any report or information from a credit reporting agency, which contains information about your commercial activities or commercial credit worthiness;

ii. exchange with your other credit providers, any credit report or other report about your credit worthiness or history, or personal information contained in those reports – in accordance with this clause.

65.5 Further acknowledgments

You acknowledge that credit and other information about you may be used to:

a) Assess your application;

b) Assist you to avoid defaulting on your credit obligations;

c) Notify other credit providers of a default by you; and

d) Assess your creditworthiness

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

If you enter an Agreement where you will not be the main actual user of the Service (eg you arrange an Internet Service for your children):

a) You are responsible for all use of the Service and all Charges incurred under the Agreement.

b) If you give anyone else sufficient information about your Service (eg by giving them your user name, password or other credentials), they may be able to:

i. uncap or unlimit any cap or other limits that apply to it;

ii. change Plans;

iii. disconnect Service; and

iv. do anything else that you could do.

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

c) Internet and telephone Services can be used to buy goods and services from third parties. You may be liable for debts incurred to these third parties.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

67. When we can bill

a) Your 'Billing Period' is the period between bills. Our standard Billing Period is monthly, but we may vary it.

b) We may bill a part-period eg to align your Billing Period with the first day of each month.

c) Subject to clause 68(d), we may bill for Charges as follows:

TYPE OF CHARGE	MAYBE BILLED
(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 or top up 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
(viii) equipment Charge	when or before we dispatch the Equipment

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

68. Bills – General

a) Services are supplied on a Direct Debit only basis.

b) You agree that you can incur a Charge without us issuing any invoice, statement or Bill.

c) You agree that we need not offer payment by mail or cheque as a payment method for any Service, including a Standard Telephone Service.

d) If we do provide an invoice, statement or Bill for a Service:

i. we can send it to you in the same way as any other notice, including via your Account Page; and

ii. we are not required to provide it in hard copy format.

69. Recharge Billing

Where Recharge Billing applies to a Service:

a) The Service is supplied on a Direct Debit only basis.

b) At the commencement of the Service, we shall Top Up your Recharge Balance.

c) Charges that you incur will be billed against your Recharge Balance in accordance with these terms.

d) Whenever your Recharge Balance falls below your Top Up Trigger, we shall Top Up your Recharge Balance again.

e) You authorise us to Extract funds to make Top Ups in accordance with this clause.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

70. Supplying a bill – TCP Customers

If you are a TCP Customer, we will supply a Bill to you for each current Billing Period, except where:

a) you pay by Direct Debit and the Charges for that Billing Period are for the same fixed amount in each Billing Period – and in that case you and we agree that, although a Charge for that fixed amount will be payable by you, a Bill will not be issued unless the total amount payable in that Bill is more than 10% higher than that fixed amount; or

b) your Service is Prepaid.

71. Extra Charges for bills and information

We may charge you an extra Charge if:

a) you request non-standard information about your bill or Charges; or

b) you ask us to deliver a bill by a method that is not the standard method for a Plan.

72. Billing information – TCP Customers

72.1 Requesting information

If you are a TCP Customer and request it, we will provide all Billing information related to your Service (including, if you request it, itemised details of Charges associated with the Service) relating to up to 72 months prior to your request, provided that:

a) For information relating to the 24 months prior to your request:

i. we shall provide it through at least one medium (of our choice) free of charge; and

ii. otherwise we may impose a Charge for providing the information, limited to the cost of the providing it;

b) for information relating to a period between 24 and 72 months prior to your request, we may impose a Charge for providing the information, limited to the cost of the providing it;

c) you may request provision of Billing information via other mediums and formats normally available from us and we may impose a Charge for providing the information in that way, limited to the cost of the providing it.

72.2 Electronic Billing data

If you are a TCP Customer and we make information from, or about, a Bill, available in an electronic form, we will offer at least one method of accessing that information that does not involve paying access Charges to us (but to avoid any doubt, this does not prevent us from making any Charge that is authorised by clause 73.1).

72.3 Itemised Billing

a) We require notice in order to supply itemised billing details to you.

b) Unless we advise you otherwise, the notice period is:

i. 14 days where the information relates to Charges first billed within the last 12 months;

ii. 21 days where the information relates to Charges first billed within 12 to 24 months; and

iii. otherwise – 28 days.

73. 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).

74. Out-of-pocket expenses

a) We may notify you that, in order to supply a Service, we need to incur some out-of pocket expense that is not included in other Charges. In that case we will not supply that Service unless you make satisfactory arrangements to pay or reimburse that expense.

b) We notify you that a Partner may charge us if you report a fault and there was no such fault, or the fault lies with equipment for which the Partner is not responsible, or if you contact the Partner directly. You must pay or reimburse all such amounts.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

75. GST

a) In this clause, an expression within a pair of asterisks means the same as in the GST Act.

b) Our prices are taken to be GST inclusive unless they are expressed to be 'GST exclusive', '+ GST' or similar.

c) Where any amount is GST inclusive, it is the gross amount, inclusive of any GST payable in respect of any *taxable supply* for which that amount is paid.

Otherwise:

i. The *consideration* payable by you represents the *value* of any *taxable supply* for which payment is to be made.

ii. If we make a *taxable supply* for a *consideration*, which represents its *value*, then you must pay immediately the amount of any GST payable in respect of the *taxable supply*

d) If these terms require you to pay, reimburse or contribute to an amount paid or payable by us in respect of an *acquisition* of a *taxable supply* from a third party, the amount you must pay, reimburse or contribute will be the value of the *acquisition* by us less any *input tax credit* to which we are entitled plus, if our recovery from you is a *taxable supply*, any GST payable under this clause.

e) We may recover any GST payable under this clause in the same manner as our Charges.

76. Late billing

a) We may late bill.

TCP Customers: We shall only do so up to 160 days in arrears.

b) Some Charges in a Bill may relate to a previous Billing Period.

77. When you must pay

a) Where a Direct Debit or credit card arrangement applies, we may Extract payment for Charges:

i. after it is billed (if we issue a Bill for the Service); or

ii. after the end of the current Billing Period (if we do not issue a Bill for the Service).

TCP Customers: All Billing information will be accessible before we do so, but you agree that we need not allow 10 working days before Extraction (as would otherwise be required by clause 5.7.1(c) of the TCP Code).

b) If any Bill is overdue for payment, you must pay that Bill and any other Bill immediately.

c) In any other case, you must pay a Bill within 7 days after its Bill Date.

78. How you can Pay

a) If your Plan specifies 'Direct Debit only' (or similar) then:

i. Direct Debit payment is a precondition to supply of Service to you.

ii. We may suspend Service if Direct Debit arrangements are not maintained.

iii. You must not cause to be reversed any Direct Debit payment to us, unless you have our prior written approval. Other wise, you must pay our reasonable costs (including legal fees if necessary) of reinstating the transaction.

TCP Customers: We will not impose Credit Management Charges unless the Charges are a reimbursement of our costs and you are advised of their amount or method of calculation.

b) In any other case:

i. Direct Debit is our preferred payment method and incurs no surcharges.

ii. You may pay by MasterCard or Visa or any other card we notify you that we accept.

iii. Payments made using credit cards may be subject to a surcharge as notified on our website or a Bill.

c) 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.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

79. Late payment (1)

If a Bill is not paid on time:

a) You are in breach of your Agreement, and

b) We may also charge:

i. interest at 1.5% a month from the date the Bill was due for payment until it is paid in full; or

ii. a reasonable overdue account administration fee; and

iii. any collection fees and expenses that we incur.

TCP Customers: We will not impose Credit Management Charges unless the Charges are a reimbursement of our costs and you are advised of their amount or method of calculation.

80. Late Payment (2) – accounts over 18 days

If your payment is 18 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 80(b)(iii) may:

i. include the external agency's collection fee and/or

ii. include a minimum recovery charge.

TCP Customers: We will not impose Credit Management Charges unless the Charges are a reimbursement of our costs and you are advised of their amount or method of calculation.

81. Early Termination Fees

The amount of an Early Termination Fee that we are entitled to charge is:

a) The amount specified in or calculated in accordance with the relevant Plan; or

b) Otherwise:

i. any amount we remain liable to pay to a third party (eg a wholesale supplier) for goods or services we cannot resell or resupply to other customers; and

ii. a reasonable estimate of our lost profit as a result of early termination.

82. Port out fee for Inbound Numbers

a) Where an Inbound Number is transferred away from us:

b) We may make an extra Charge of $75 or another amount that was notified to you before you placed an order; but

c) We will waive that extra Charge where you have held the Inbound Number with us for at least the preceding 12 months.

83. Billing disputes

a) Our records of what you owe us are deemed to be right unless you show them to be wrong. ACL Consumers and ACL Small Businesses: This does not apply to you.

b) If you dispute a bill, you must pay it on time. We shall credit you if it is later determined by us that you are entitled to a credit.

TCP Customers: We will not take Credit Management action in relation to a disputed amount that is the subject of an unresolved complaint, if we are aware that the complaint has not been resolved to your satisfaction and is being investigated by us, the TIO or a relevant recognised third party but:

i. you must still pay all undisputed portions, and

ii. if it is determined that some or all of the disputed portion is payable, you must pay that amount within 5 days.

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.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

84. Billing for unauthorised use of your account

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

85. Billing agents

a) We may bill you via a billing agent (eg another company in our group).

b) Payment to our billing agent constitutes payment to us.

c) Failure to pay our billing agent constitutes failure to pay us.

86. Calls to Mobiles

a) Unless otherwise expressly stated, our prices for usage of mobile phones (eg calls, messaging, data transfers) are always quoted on the basis that:

i. you are using the phone in Australia, and

ii. any phone you are calling or messaging is in Australia.

b) We cannot necessarily know when a mobile telephone is outside its home network. If it is, extra Charges may apply.

87. Payment for third party services

a) Using a Service may depend on you having goods or services supplied by third parties. For instance:

i. In order to use a dial up internet Service, you must have a telephone line, and your modem will make calls using it.

ii. In order to use a local call Service, you must have a suitable handset.

b) You are solely responsible for the costs, including any maintenance costs, of all third party goods and services you acquire.

88. 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, where a Service is a carriage service within the meaning of the Telecommunications Act, 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.

89. Complaints – General (but see clause 91 if you are a TCP Customer)

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. You can get information on our complaints procedure by contacting us.

c) You are also entitled to make a complaint to the Telecommunications Industry Ombudsman and possibly to the Consumer Affairs office (however described) in your state. 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.

90. TCP Customers and Complaints

If you are a TCP Customer:

a) We will handle complaints in accordance with the Complaint Handling Procedure on our website, and the TCP Code.

b) Our Complaint Handling Procedure will be free of charge.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

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

Subject to clause 94, we may terminate an Agreement, or suspend or restrict Service if, in relation to that or any other Agreement 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 Agreement (including an Acceptable Use Policy);

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) we are unable to obtain access to your Premises as required to provide, maintain or repair the Service;

k) there is an emergency that warrants it;

l) you have told us that you no longer require the Service;

m) if we reasonably suspect fraud or attempted fraud involving the Service;

n) we suspend, become entitled to suspend, the Service, and the suspension or entitlement continues for more than a month;

o) 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

p) 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

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

Subject to clause 94:

a) We may terminate an Agreement or suspend performance of our obligations under the Agreement 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 Agreement.

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 an Agreement 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.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

93. TCP Customers – Disconnection, Suspension and Restriction

If you are a TCP Customer:

a) we will not disconnect, suspend or restrict a Service for credit and/or debt management reasons, without first informing you unless:

i. we assess that you or the account status presents an unacceptably high credit risk to us; or

ii. we reasonably suspect fraud or attempted fraud; or

iii. you have nominated to us an agreed point at which Service will be limited and that point has been reached; and

b) except where clause 94(a) applies, we will give you at least 5 working days' notice prior to disconnecting, suspending or restricting your Service, including an indication of the earliest date disconnection, suspension or restriction could occur and the date of issue of correspondence if you are informed in writing; and

c) we shall otherwise comply with the rules in the TCP Code about disconnection, suspension or restriction of the Service.

94. Early termination by you

a) You are not entitled to simply choose to terminate an Agreement 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 Agreement

c) Where you are entitled to terminate your Agreement early (eg because we have offered you that option following a variation to your Agreement) we may bill you for:

i. any outstanding amounts for installation costs or equipment that can be used in connection with services provided by other suppliers; and

ii. usage or network access charges incurred up to the date on which the Agreement 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. any applicable amounts under clause 95(e);

iii. a reasonable administration Charge;

iv. usage or network access charges incurred up to the date on which the Agreement ends; and

v. any other Charge that is specified in the applicable Plan or the Price List.

e) Some of our Plans discount, defer or waive normal equipment or installation costs (eg include a $0 up-front modem or zero set up fees) in exchange for a certain minimum or fixed term. If you want to terminate an Agreement under such a Plan early (and if we agree that you may do so) we may also bill you an additional Charge for those items representing their reasonable value pro-rated against the portion of the minimum or fixed term that is to be truncated.

f) Without written instructions from you, we will not cancel your service or, in the case of inbound number services, approve port out requests from another carrier.

95. Termination by you

a) (except during a fixed or minimum term) – on at least 30 days' written notice, taking effect at the end of a Billing Period (e.g. if you give notice on 26 March, your Agreement ends on 30 April next); or

b) In any other circumstances where your Agreement provides for it.

c) In any case, only after we have received written instructions from you to cancel or, in the case of inbound number services, port away your service.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

96. Post-termination

If your Agreement ends:

a) We may bill you for any Services we have not yet invoiced and all other amounts we are entitled to under the Agreement.

b) All bills are payable immediately.

c) 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.

d) You must return to us, promptly, any of our Equipment under your control. (If you fail to do so, we may bill you a reasonable Charge for it.)

e) Any cause of action that either of us had against the other pre-dating the termination is not affected,

f) The limitations of our liability, and our rights of indemnity, under our Customer Terms continue,

g) No other Agreement is affected unless we also terminate it. Otherwise, that Agreement is at an end for all purposes.

97. Suspension of Service

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

98. Charges during a period of suspension

If we suspend Service:

a) because of your fault or breach of your Agreement – you remain liable for all Charges payable under your Agreement during the period of suspension;

b) otherwise – you are entitled to a pro rata reduction in Charges in respect of the period of suspension

99. Errors in our documents

a) Clerical or computation errors and misprints in any document that we provide to you in connection with your Agreement, 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.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

100. 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 Agreement by notice to you.

101. 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 Agreement 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.

102. Assignment

a) We may assign or novate all or part of our rights and obligations under your Agreement without your consent.

b) You cannot assign or novate all or part of your rights and obligations under your Agreement unless we agree in writing.

103. Notices

103.1 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 Instant Messaging; 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.

103.2 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.

103.3 A notice is taken to have been received:

a) If we fax it during business hours in your locality – two hours later, subject to our fax machine receiving a successful transmission confirmation;

b) 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;

c) If we email it during business hours in your locality – two hours later, subject to a 'delivery failure' message not being received;

d) 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;

e) If we post it – at noon on the second Business Day after posting;

f) If we send it by Instant Message – two hours later;

g) If we send you notice of the address of a web page – two hours after that notice is taken to have been received; or

h) If there is evidence that you received it at an earlier time – that earlier time.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

104. Governing law

Your Agreement is governed by and must be construed in accordance with the laws of Victoria. You and we submit to the exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia. ACL Consumers and ACL Small Businesses: Your Agreement is governed by and must be construed in accordance with the laws of your State or Territory of residence. You and we submit to the exclusive jurisdiction of the courts of that State or Territory and the Commonwealth of Australia.

105. Entire agreement

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

a) Your Agreement 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 Agreement.

106. Delays

a) Time is not of the essence in the performance of our obligations, including the provision of Service, under your Agreement.

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. ACL Consumers and ACL Small Businesses: If your Agreement does not fix a time within which a Service will be provided and the time is not to be determined in a way agreed between us, we shall supply it within a reasonable time and you may have rights and remedies under the ACL if we fail to do so.

107. No waiver

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

108. Commission

We may pay a commission to any agent, employee, contractor or dealer in connection with the acquisition of the Services and your Customer Agreement.

109. 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 in your State or Territory.

110. Complaints and assistance services

Our contact details are available on our website.

You may contact us and make any complaint by contacting us or the following assistance services:

a) Customer Service – 1300 ALLTEL (1300 255 835)

b) National Relay Service – 133 677 or 1800 555 677

c) Translating and Interpreting Service – 131 450

111. Commercial Electronic Messaging

Our contact details are available on our website

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 112(a):

i. applies while your Agreement 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 112 survives the termination of your Agreement.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

112. Interpreting your Agreement

a) If an expression is defined in the Dictionary in clause 114, that is what it means.

b) If an expression is defined in the Dictionary, grammatical derivatives of that expression have a corresponding meaning. (For instance, if 'to colour' means 'to paint blue', then 'coloured' means 'painted blue'.)

c) Expressions like 'includes', 'including', 'eg' and 'such as' are not words of limitation. Any examples that follow them are not to be taken as an exhaustive list.

d) Headings are only for convenience. They are to be ignored when interpreting our Customer Terms.

e) A schedule to a document is part of that document.

f) A reference to the singular includes the plural and vice versa.

g) There is no significance in the use of gender-specific language

h) A 'person' includes any entity which can sue and be sued.

i) A 'person' includes any legal successor to or representative of that person.

j) A reference to a law includes any amendment or replacement of that law.

k) Anything that is unenforceable must be read down, to the point of severance if necessary.

l) Anything we can do, we may do through an appropriately authorised representative.

m) Any matter in our discretion is in our absolute and unfettered discretion.

n) A reference to a document includes the document as modified from time to time and any document replacing it.

o) If something is to be or may be done on a day that is not a Business Day then it must be done on or before the next Business Day

p) The word 'month' means calendar month and 'year' means 12 months.

q) 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.

r) 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.

s) Money amounts are stated in Australian currency unless otherwise specified.

t) A reference to a 'notice' means a notice that can be read, unless stated otherwise

113. Dictionary

Account Page means a web page or facility we may provide that permits you to view and / or manage details of your account.

Acceptable Use Policy means a policy so titled and issued under clause 9.

ACL means Australian Consumer Law, which is set out in Schedule 2 of the Competition and Consumer Act 2010.

ACL Consumer means an individual who enters a Standard Form Contract for goods and/or services wholly or predominantly for personal, domestic or household use or consumption.

ACL Small Business means a business that:

a) Enters a Standard Form Contract on or after 12 November 2016 that:

i. has a duration of 12 months or less and an upfront consideration or $300,000 or less; or

ii. has a duration of more than 12 months and an upfront consideration of $1,000,000 or less; and

b) When it enters the Contract, employs fewer than 20 persons (excluding casual employees who are not employed on a regular and systematic basis).

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

ACMA means Australian Communications and Media Authority.

Advocate means the same as in the TCP Code.

Agreement means the same as Customer Agreement.

Agreement Date – see clause 24(b).

Application Date – see clause 24(a).

Authorised Representative means the same as in the TCP Code.

Automatic Direct Debit means a periodic payment that is automatically deducted by us from your nominated financial institution account.

Bill means an invoice from us stating Charges that you are liable to pay.

Billing Period – see clause 68(a).

Bundled Equipment – see clause 16.

Business Day – Monday to Friday excluding statutory holidays.

Carriage Service means the same as in the Telecommunications Act.

Carriage Service Provider means the same as in the Telecommunications Act.

Carrier means the same as in the Telecommunications Act.

Charge means a charge applicable under your Customer Agreement.

Claim means any claim, demand, action, proceeding or legal process (including by way of set off, cross-claim or counterclaim).

Commercial Electronic Message means the same as in the Spam Act.

Consumer Contract means the same as in the ACL.

Consumer Guarantee means the same as in the ACL.

Credit Management means the process by which we:

a) Help customers to manage their expenditure on Services;

b) Manage any credit risk to us; and

c) Collect outstanding debts from customers and former customers,

Customer Agreement – see clause 3.

Customer Terms – see clause 1.

Delivery Date – see clause 34.

Dictionary means this table of defined terms.

Direct Debit means a payment that is deducted by us from your nominated financial institution account, including an Automatic Direct Debit.

Early Termination Fee – see clause 82.

End User – see clause 26(b).

Equipment means a handset, modem, SIM card, router, cabling or other hardware.

Exploitative Use – see clause 28(a).

Extract means deduct an amount by Direct Debit.

Facilities means equipment and network infrastructure of all kinds used to provide or in connection with the provision of a Service.

Fair Use Policy means a policy so titled and issued under clause 9.

FHR Rights means the rights attaching to a Smartnumber, including the right to sell or lease the number

General Terms means the terms in Part C.

GST means Goods and Services Tax.

GST Act means A New Tax System (Goods and Services Tax) Act 1999.

IDC means a code that identifies this version of our Customer Terms ie CMSFOA20161001-AC.

Inbound Number means a 1300, 13 or 1800 number or any other number that functions as a virtual telephone number that can be routed to flexible answer points.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

Insolvency Event includes an event where a receiver or receiver and manager is appointed over any of your property or assets, an administrator, liquidator or provisional liquidator is appointed to you, you enter into any arrangement with your creditors, you become unable to pay your debts when they are due, you are wound up or become bankrupt, or any other analogous event or circumstance occurs under the laws of any jurisdiction.

Instant Messaging means SMS, iMessage and any similar instant messaging service by which you and we can exchange text or voice messages.

Internet Service a Service that provides access to the Internet.

Intervening Event means an event beyond our reasonable control which interferes with and prevents us from providing the Services to you. Such events include any act or omission of our Partners, any disruption to our or our Partners' networks, infrastructure and equipment, failure of any electrical power supply, changes to any laws or regulations, and acts of God, lightning strikes, earthquakes, floods or other natural disaster.

Law means law, Act of Parliament, regulation, mandatory standard and industry code and including a requirement or direction of any Regulator.

Listed Carriage Service means the same as in the Telecommunications Act (but covers most public voice and data communications services).

Loss means loss or damage suffered by a party and arising in connection with or out of your Agreement or any supply made under it (whether pleaded in contract, tort, breach of statutory duty or on any other basis, and whether arising from acts or omissions, and whether or not loss or damage the risk of which another party was or should have been aware), including but not limited to:

a) Economic loss;

b) Business interruption;

c) Loss of revenue, profits, actual or potential business opportunities or contracts;

d) Anticipated savings;

e) Loss of profits;

f) Loss of data;

g) Indirect or consequential loss;

h) An obligation to indemnify another person;

i) An obligation to contribute to the compensation of loss or damage suffered by another person.

NBN Co means NBN Co Ltd ACN 136 533 741.

Network – see clause 25.

Numbering Plan means the Telecommunications Numbering Plan.

Off-peak – see clause 5.

Operational Directions – see clause 12.

Our Facilities means Facilities we own and/or operate.

Partner means a third party that, under a contract with us, provides

a) Access to Facilities they manage or maintain or

b) Content or

c) A service – that we resupply to you.

Partner Facilities means Facilities that are managed or maintained by a Partner.

Partner Requirements – see clause 13.

PDH means personal, household or domestic.

Peak – see clause 5.

Periodic Entitlements – see clause 6.

Plan means a particular set of features, entitlements, term of contract, Charges and special conditions in connection with a Service.

PMSI means a purchase money security interest under the PPS Law.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

Post-Paid Plan means a Plan where you can use all or part of the Service before you pay for it.

PPS Law means the Personal Property Securities Act 2009.

Prepaid Plan means a Plan where you must pay in full for Service before you use it.

Price List – see clause 60.

Privacy Act means the Privacy Act 1988.

Product means goods and / or services.

Recharge Balance means an amount we specify as the Recharge Balance from time to time.

Recharge Billing means billing in accordance with clause 70.

Regulator includes the Australian Communications and Media Authority, the Australian Competition and Consumer Commission and any other relevant government or statutory body or authority and the Telecommunications Industry Ombudsman and Communications Compliance Limited.

Security Period in respect of any Equipment means the applicable period, if any, under clause 32(c).

Service means a service (and includes Equipment) which we provide to you, including but not limited to (a) a Standard Telephone Service; or (b) a carriage service of a kind specified in the Telecommunications Regulations 2001 (which includes Internet Services); or (c) ancillary goods or service of a kind specified in the Telecommunications Regulations 2001.

Service Level Agreement means a written service quality assurance titled as such.

Service Schedule means terms and conditions that apply to particular Services, usually as set out in a document titled as such.

Service Start Date – see clause 24(c).

Site – see clause 34.

SLA means a Service Level Agreement.

Smartnumber Rules means the rules and requirements that govern Inbound Numbers and their use, and any binding directions of ACMA under them.

Spam means an unsolicited commercial electronic message within the meaning of the Spam Act.

Spam Act means the Spam Act 2003.

Special Promotion means a special promotion we may offer from time to time, on terms we notify in connection with the offer.

Standard Form Contract means a Customer Agreement that is a standard form contract within the meaning of section 23(1)(b) of the ACL.

Standard Telephone Service as in section 6 of the Telecommunications (Consumer Protection and Service Standards) Act 1999.

TCP Code means Industry Code C628:2012 Telecommunications Consumer Protections Code.

TCP Customer means:

a) A person who acquires a Telecommunications Product from us for the primary purpose of personal or domestic use and not for resale; or

b) A business or non-profit organisation which acquires or may acquire one or more Telecommunications Products which are not for resale and, at the time it enters into a contract with us:

i. does not have a genuine and reasonable opportunity to negotiate the terms of the contract; and

ii. has or will have an annual spend with us which is, or is estimated on reasonable grounds by us to be, no greater than $20,000.

Telecommunications Act means the Telecommunications Act 1997.

Telecommunications Goods means any goods we supply for use in connection with the supply of a Telecommunications Service, whether or not the goods are supplied in conjunction with, or separately from, a Telecommunications Service.

Telecommunications Product means Telecommunications Goods and/or a Telecommunications Service.

Telecommunications Service means:

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

a) A Listed Carriage Service or any service we supply in connection with that service; and

b) A content service (other than a subscription broadcasting service or a television subscription narrowcasting service) we provide in connection with the supply of a Listed Carriage Service.

Term means from the Agreement Date until your Agreement ends.

Top Up means an amount Extracted by Direct Debit when a Top Up Trigger is reached, being the difference between the Top Up Trigger and the required Recharge Balance.

Top Up means Trigger an amount that we specify as the specified Top Up Trigger from time to time.

Unfair in relation to a term in a Consumer Contract or a Small Business Contract means the same as in section 24 of the ACL.

Use-by Date – see clause 7(b).

Walk Away Rights means the right to cancel your Agreement (even during a minimum or fixed term) and pay only usage or network access charges to the date your Agreement ends, and outstanding amounts for installation of Equipment, and outstanding amounts for Equipment that is compatible with other suppliers' services.

We, us, etc – see clause 2.

Wholesaler Supplier means, unless stated otherwise, Telstra and/or Optus and/or NBN Co

Part D - Internet Service Schedule

114. Additional Terms

a) You acknowledge that expected speeds provided to you prior to installation are a guide only and we provide speeds as "up to" rather than the actual speed.

b) You must reasonably co-operate and allow us or a supplier to establish and supply the service to you safely and efficiently

c) You acknowledge that compatible hardware may be required for the operation of your service. If we recommend compatible hardware we are not liable for any failure of the service caused by the use of incompatible hardware.

d) You acknowledge that recommended or compatible hardware has no effect on the speed of your service.

e) As far as the law allows, you release our Wholesale Supplier and its third party supplier(s) from all liability to you, and you indemnify them against all costs, expenses, liability, loss or damage incurred or suffered by them in conjunction with any claims, actions or proceedings against them (including third party claims or claims by you) arising out of the following (to the extent that the liability is caused by the provision or cancellation of the Internet Service):

i. disruption of your telephone service or monitoring service;

ii. cancellation of the Internet Service;

iii. suspension of the provision of the Internet Service or to a particular internet address(es);

iv. cancellation of, or refusals to provide, any incompatible products; and

v. possible breaches of the Telecommunications (Customer Service Guarantee) Standard in respect of you

f) We will provide the service to you with due care and skill. In the event of unexpected faults we will use reasonable endeavours to ensure the service (including our carriage service) is restored as soon as possible

g) When you use the service you must comply with all laws, directions by a regulator, and reasonable directions by us and you must not expose us to liability.

h) Where a fault occurs with your service, you must provide all reasonable assistance to enable us or our staff, or where necessary a supplier, to investigate and repair a fault.

i)Where:

i. the fault arises in or is caused by a supplier's network,

ii. we become aware of the fault, and

iii. we are not responsible for the repair of that fault,

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

j) We will notify the supplier of the fault and request that the fault be corrected promptly, but we will not bear any further liability or responsibility.

k) Where the fault arises in or is caused by equipment that we are not responsible for such as equipment that is owned by you or is not provided by us for you to use in connection with the service, we are not responsible for the repair of that fault. If you ask us to investigate and repair such a fault:

i. We will give you an estimate of the probable cost of investigating the fault and, if you agree to pay those costs, we will undertake an investigation and we will then charge you for the cost of investigation,

ii. If we have investigated the fault, we will use reasonable endeavours to inform you of the fault's probable cause, and

iii. If you request that we repair the fault and we agree to repair the fault, we will give you an estimate of the probable cost of repairing the fault and we will then charge you for the cost of repairing the fault.

l) If the agreement is a fixed-length agreement and neither you nor we cancel the service at the end of the minimum term, the agreement becomes a non-fixed length agreement and we will continue to supply the service to you on a month-to-month basis in accordance with the agreement.

m) If you do not wish to continue to use the service on a month-to-month basis after the end of the minimum term, you must inform us by giving us 30 days notice before the end of the minimum term that you wish to cancel the service at the end of the minimum term.

n) If you wish to cancel before the end of a fixed term you must give us 30 days notice.

o) Our Wholesale Supplier may charge an early termination fee in respect of the Internet Service

i. the fault arises in or is caused by a supplier's network,

ii. we become aware of the fault, and

iii. we are not responsible for the repair of that fault,

p) You must ensure that any person you allow to use the service must comply with this agreement and use the service as if they were you.

q) Subject to clause 64 You must remain connected to all services in a bundled offer to receive any applicable:

i. bundled offer pricing plan for the selected services; or

ii. bundled offer discount for the selected services.

Part E - Mobile Telephone Service Schedule

115. Partner Requirements – Mobile Telephone Services

Where we supply you with a Mobile Telephone Service:

a) If arrangements between our Wholesale Supplier and us are terminated, our Wholesale Supplier may arrange to supply you directly. You acknowledge that the rate plan applicable to the provision of Mobile Telephone Services to you may be altered to the nearest applicable rate plan of our Wholesale Supplier in the event that our rights and obligations under your Agree meant are assigned or novated to our Wholesale Supplier so that our Wholesale Supplier provides the Mobile Telephone Services directly to you.

b) You may not resell or resupply the Mobile Telephone Services provided by us.

c) We shall have the right to assign or novate all or part of its rights and obligations under your Agreement to our Wholesale Supplier without your consent. You cannot assign or novate all or part of your rights and obligations under your Agreement other than in accordance with this clause 116(c). For the purposes of novation, you agree to novate your Agreement to our Wholesale Supplier on receipt of a notice from either us or our Wholesale Supplier, such novation to be on terms no less favourable than the terms of your Agreement in existence immediately prior to the novation.

d) You consent to allow us to disclose to our Wholesale Supplier or Optus Mobile Pty Ltd ACN 054 365 696 (or its Related Bodies Corporate) your details including information relating to your affairs or personal particulars (including any listed or unlisted telephone number, address and account history) or carriage services supplied to you. You consent to allow our Wholesale Supplier or Optus Mobile Pty Ltd (or its Related Bodies Corporate) to use that information in order to facilitate the supply of carriage services to you by us, our Wholesale Supplier or by Optus Mobile Pty Ltd. Without the express permission of us, our Wholesale Supplier or Optus Mobile Pty Ltd (or its Related Bodies Corporate) may not directly contact you with offers and information via electronic messaging (such as SMS) for marketing purposes.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

e) Our Wholesale Supplier and Optus Mobile Pty Ltd are not liable to you (in contract, tort (including negligence) or otherwise) in relation to any Mobile Telephone Service resupplied to you by us, any delay or any failure to provide Mobile Telephone Services.

f) You promise that you are not a Carrier or Carriage Service Provider(as those terms are defined in the Telecommunicatio Act).

g) If you become a Carrier or Carriage Service Provider, then we, our Wholesale Supplier or Optus Mobile Pty Ltd may immediately cancel the Mobile Telephone Service by notice to you. If we, our Wholesale Supplier or Optus Mobile Pty Ltd does so, that party will negotiate in good faith with you to enter into an agreement governing supply of the Mobile Telephone Service, on terms to be agreed.

Part F - Local Connect Service Terms

116. Additional terms

The following terms apply to Alltel Local Connect and Local Connect Plus services.

a) Every change and additional service you request after the first enquiry incurs a $10 fee (note that no fee applies for changes you make through the Local Connect Plus portal).

b) We are entitled to charge a cancellation, reconnection or reactivation fee for services that you cancel.

c) Calls will be charged each month on top of the plan cost, with the amount charged varying depending on the call type and plan.

d) We reserve the right to vary our rates and charges in providing the Service at any time, and such changes will apply to you forthwith.

e) You acknowledge and understand that for the use of this Service, you must acquire at your cost your own hardware, along with a suitable broadband Internet connection if applicable.

117. Liability and Service Delivery:

a) While being committed to maintaining a reliable, high speed network, we do not warrant that all Services are free from faults, delays or interruptions, which can be caused by factors such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference and may cause disruptions to your Service at certain times.

b) Subject to the Consumer Guarantees (where they apply), we do not warrant that the Local Connect service will be free of interruption, delays or faults, and is not liable for any loss or loss of data or other commercial damage, including but not limited to special, incidental, consequential or other damages.

c) Subject to the Consumer Guarantees (where they apply), by using the Service, you agree that you shall defend, indemnify, save and hold us harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against us, our agents, our customers and employees that may arise or result from any service provided or performed or agreed to be performed or any product sold by you or your agents or employees.

d) Subject to the Consumer Guarantees (where they apply), we are not responsible for rectifying any fault or malfunction in the Service where the fault arises in or is caused by your telephone landline/mobile phone carrier.

e) You acknowledge that you have relied on your own judgment to evaluate the suitability of the Service for the purpose for which you require the Service.

118. Contact Details

Government legislation requires the exact street address for each answer point. If setting up the service for a mobile answer point, please provide your main street address:

a) Site Contact: The Integrated Public Number Database (IPND) is an industrywide database containing all listed and unlisted tele phone numbers and associated information, which is a critical source of information for emergency and law enforcement purposes.

b) Alternative Contact: An alternative contact is required as part of the IPND records, and is recorded in the IPND database: in case of an emergency situation where the emergency services need to contact you, they may try this number.

c) You can find full details about contact detail legal requirements at www.acma.gov.au.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

119. Call Recording

a) It is a legal requirement that you inform callers before they are recorded that you will be recording the phone call so that the caller has the opportunity to either end the call or else ask to be transferred to another line where recording does not take place. The caller must be given sufficient opportunity to do so, otherwise the call must not proceed.

b) You can notify callers that their call is being recorded either by playing a pre recorded audio file announcement or by your Operator informing the caller before recording starts. Failure to do so is a breach of Law and of your Agreement.

c) You shall indemnify us and our Partners from and against all actions, claims, damages, liabilities or costs (including legal costs) arising from, or directly or indirectly related to, you compliance with the foregoing call recording requirements, all associated conduct, acts or omissions, or any claim that the call recording service has infringed any rights at law or otherwise.

d) When using call recording, you accept full responsibility and liability for ensuring that all callers are notified at the beginning of the telephone conversation that the call will be recorded, and that callers are given sufficient opportunity to provide their consent; otherwise the call must not proceed. You must ensure that no confidential information is subject to unauthorised use and disclosure.

120. Local Connect Portal Use

a) Your call recordings are stored for a minimum of 7 days, after which time we reserve the right to remove these messages with out notice.

b) You acknowledge and understand that if any action you take on the Local Connect Portal breaks, pauses, interrupts or sets up a wrong action or creates a problem in the final service delivery, it is your sole responsibility. We reserve the right to Charge for any problems you cause that we need to rectify

Part G - Virtual Reception Service Terms

121. Additional terms:

The following terms apply to Alltel Virtual Reception Services.

a) Every change and additional service you request after the first enquiry incurs a $15 fee (note that no fee applies for changes you make through the My.Alltel portal).

b) We are entitled to charge a cancellation, reconnection or reactivation fee for services that you cancel.

c) Messages taken, in excess of the allocated number in your plan, will be charged monthly at a per message rate. This amount is billed on top of your plan, and varies depending on the number of excess messages taken.

d) We reserve the right to vary our rates and charges in providing the Service at any time, and such changes will apply to you forth with.

122. Liability and Service Delivery:

The following terms apply to Alltel Virtual Reception Services.

a) While being committed to maintaining a reliable, high speed network, we do not warrant that all Services are free from faults, delays or interruptions, which can be caused by factors such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference and may cause disruptions to your service at certain times. As a result, we do not recommend using this product as an emergency service for your business.

b) Subject to the Consumer Guarantees (where they apply), by using the Service, you agree that you shall defend, indemnify, save and hold us harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against us, our agents, our customers and employees that may arise or result from any service provided or performed or agreed to be performed or any product sold by you or your agents or employees.

c) Subject to the Consumer Guarantees (where they apply), we are not responsible for rectifying any fault or malfunction in the Service where the fault arises in or is caused by your telephone landline/mobile phone carrier.

d) You acknowledge that you have relied on your own judgment to evaluate the suitability of the Service for the purpose for which you require the Service.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

Part H - Partner Requirements – Wholesale Suppliers

123. We notify you of the following Partner Requirements:

a) If our Wholesale Supplier has not been paid for a Service we have provided to you, and if you have not paid us for it, you must pay the amount you owe us to the wholesale supplier on demand.

b) You consent to us and our Wholesale Supplier exchanging your details and information about or in connection with your personal credit, commercial activities or commercial creditworthiness.

c) Our Wholesale Supplier may provide a Service that we resupply to you by means of a different carrier from time to time and as it sees fit.

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

Part I - Contents

Part A – Introduction 1

1 About this document 1

2 About us 1

Part B – Customer Agreements 1

3 Your Customer Agreement 1

4 Plans 1

5 Peak & Off-peak 1

6 Periodic Entitlements 1

7 Prepaid Plans 1

8 Non-Prepaid Plans 2

9 Acceptable and Fair Use Policies 2

10 Legal Compliance Policies 2

11 Interacting with our staff 2

12 Operational Directions 2

13 Partner Requirements – General 2

14 Fixed terms 3

15 Month-to-month, casual or 'no contract' terms 3

16 Bundled Equipment 3

17 Telecommunications Consumer Protections (TCP) Code 3

18 Australian Consumer Law (ACL) 3

19 ACL Consumers, ACL Small Businesses and Unfair Contract Terms 3

20 Consumer Guarantees 3

21 Understanding and navigating our Customer Terms 4

Part C – Customer Agreements 4

22 Application for Service 4

23 Processing an application 4

24 Relevant dates 4

25 Providing Service 4

26 Use of Service by others 4

27 Using a Service 4

28 Exploitative Use 5

29 Telephone numbers 5

30 IP addresses, email addresses and domain names 5

31 Dynamic IP addresses 6

32 Supplied Equipment 6

33 Substituted Equipment 6

34 Delivery of Equipment 6

35 Installation and connection of Equipment 7

36 Installation Charges 7

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

37 Additional Equipment services 7
38 Lost, stolen and damaged Equipment 7
39 Return of Equipment 7
39.1 Application of clause 8
39.2 Registration and rights 8
39.3 PPS Law exclusions and waivers 8
39.4 Non-disclosure 8
39.5 No competing security interest 9
39.6 Sub-hiring Equipment during Security Period 9
39.7 Costs 9
40 TCP Customers and Authorised Representatives 9
41 TCP Customers and Advocates 9
42 Rights and remedies for PDH goods and services 9
43 Rights and remedies for non-PDH goods costing no more than $40,000 10
44 Personal injury or death 10
45 Service Level Agreements 10
46 Exclusion of implied terms 10
47 Limitation of liability – General 10
48 Liability – General 10
49 Liability – legal requests, etc 11
50 Your liability to us – (alleged) illegal use, etc 11
51 Liability and our Partners 11
51.1 No Claims against a Partner 11
51.2 Partner indemnity 11
51.3 No application where Unfair 11
52 Limitation of liability – ACL Consumers and ACL Small Businesses 11
53 Maintenance and faults 11
53.4 Cost of repairs 12
54 General power to vary your Agreement 12
55 ACL Consumers, ACL Small Businesses and Agreement variations 12
55.1 Reminder about ACL Consumers and ACL Small Businesses 12
55.2 Beneficial or minor negative impact 12
55.3 Variations arising from amendments by a Partner 12
55.4 Other variations 13
56 When variations take effect 13
57 Customer transfers 13
57.1 Transfer to us 13
57.2 Transfer away from us 13

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

58 Charges & payment (1): kinds of Charge 13
59 Charges & payment (2): Prices 13
60 Charges & payment (3): spot priced Services 13
61 Varying Charges 14
62 Special Promotions 14
63 Bundled Plans 14
64 Credit management (1): Guarantees and security 14
65 Credit management (2): Credit checks 14
65.1 Credit checks 14
65.2 Disclosure of informatio 14
65.3 Other credit disclosures 15
65.4 Your consents 15
65.5 Further acknowledgment 15
66 Credit management (3): Services you acquire for others 15
67 When we can bill 16
68 Bills – General 16
69 Recharge Billing 16
70 Supplying a bill – TCP Customers 17
71 Extra Charges for bills and information 17
72 Billing information – TCP Customers 17
72.1 Requesting information 17
72.2 Electronic Billing data 17
72.3 Itemised Billing 17
73 Costs of telephone Billing Enquiries 17
74 Out-of-pocket expenses 17
75 GST 18
76 Late billing 18
77 When you must pay 18
78 How you can Pay 18
79 Late payment (1) 19
80 Late Payment (2) – accounts over 18 days 19
81 Early Termination Fees 19
82 Port out fee for Inbound Numbers 19
83 Billing disputes 19
84 Billing for unauthorised use of your account 20
85 Billing agents 20
86 Calls to Mobiles 20
87 Payment for third party services 20
88 Your cooperation 20
89 Complaints – General (but see clause 91 if you are a TCP Customer) 20

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023

90 TCP Customers and Complaints 20
91 Termination & suspension by us (1): Early termination 21
92 Termination & suspension by us (2): Other events 21
93 TCP Customers – Disconnection, Suspension and Restriction 22
94 Early termination by you 22
95 Termination by you 22
96 Post-termination 23
97 Suspension of Service 23
98 Charges during a period of suspension 23
99 Errors in our documents 23
100 Carrier or Carriage Service Provider 24
101 Provision of Services by our Partners 24
102 Assignment 24
103 Notices 24
103.1 How we give notices 24
103.2 Address or number for notices 24
103.3 A notice is taken to have been received 24
104 Governing law 25
105 Entire agreement 25
106 Delays 25
107 No waiver 25
108 Commission 25
109 Information about your rights 25
110 Complaints and assistance services 25
111 Commercial Electronic Messaging 25
112 Interpreting your Agreement 26
113 Dictionary 26
Part D – Internet Service Schedule 30
114 Additional Terms 30
Part E – Mobile Telephone Service Schedule 31
115 Partner Requirements – Mobile Telephone Services 31
Part F – Local Connect Service Terms 32
116 Additional terms 32
117 Liability and Service Delivery: 32
118 Contact Details 32
119 Call Recording 33
120 Local Connect Portal Use 33
Part G – Local Connect Service Terms 33
121 Additional terms 33
122 Liability and Service Delivery 33
Part H – Partner Requirements – Wholesale Suppliers 34
123 We notify you of the following Partner Requirements 34
Part I – Contents 35

1300 Numbers Australia is an authorised reseller of Alltel Pty Ltd | ABN 95 126 744 116 | All rights reserved | 2023