LEGAL POLICY

General Terms and Conditions

3.0

Terms governing our services and your use of them.

DATE

13 August 2026

ABN

74 101 234 664

General Terms and Conditions

Real World Technology Solutions Pty Ltd

ABN 74 101 234 664

Supersedes: General Terms and Conditions v2.0 (17 June 2026)

You pay for what we supply in advance, or from a pre-paid balance held for that service. We bill in arrears only where we have given you a usage credit limit or approved credit terms.

This document is our Standard Form of Agreement. It sets out the terms on which we supply services and equipment to customers who have not signed a Master Services Agreement with us. Additional information about each service is in the Critical Information Summary, Key Facts Sheet, Service Description and published policies referred to in these terms. All of these are available at rwts.com.au/legal.

Contents

Schedule 1 — Standard charges

Schedule 2 — Your cooling-off rights

Key things to know

This summary is here to help you. It is not part of the agreement, and if anything in it differs from the clauses that follow, the clauses apply.

- **You pay in advance, or from a balance.** Most things are paid for before we supply them. Charges that depend on what you use are drawn from a **pre-paid balance held for that service** — each service has its own, and **if it runs out that service stops until you top up** (clause 15.4). We tell you before that happens, and emergency calls always work.
- **We bill in arrears only in three cases** — a usage credit limit we have given you, credit terms you have applied for and we have approved, or a project quote you accepted that says so (clauses 15.6, 15.7 and 35.6).
- **Work charged by the hour** runs on a maximum you authorise. If the job is going to exceed it, **we stop and ask you** before we go past it (clause 15.5).
- **Your rights under the Australian Consumer Law cannot be taken away by this agreement.** Nothing in these terms limits any guarantee, right or remedy you have that cannot lawfully be excluded (clause 5).
- **You can leave whenever you like.** You may cancel any service by telling us, and we refund the unused part of anything you have pre-paid (clauses 24 and 62).
- **If we make a change that materially disadvantages you**, you can cancel the affected service without paying a cancellation charge, and we refund the unused pre-paid amount (clause 7).
- **Emergency calls have limits on a VoIP service.** Read clause 40 carefully. Always keep another way to call 000.
- **If you are having trouble paying**, tell us. Payment assistance is free and we will not charge you for it (clause 60).
- **If you are not happy, complain.** We will not cancel your service because you take a complaint to the Telecommunications Industry Ombudsman (clauses 56–57).

Part A — About these terms

1. Who we are

1.1 We are **Real World Technology Solutions Pty Ltd**, ABN 74 101 234 664, of Unit 12/2 Eden Park Drive, Macquarie Park NSW 2113. You can reach us on **1300 798 718**, at **support@rwts.com.au** (service and faults) or **accounts@rwts.com.au** (billing). Our contact methods and their hours of operation are published at rwts.com.au/contact.

1.2 In these terms, **we**, **us** and **our** mean Real World Technology Solutions Pty Ltd. **You** and **your** mean the person or organisation that orders a service or equipment from us under these terms.

1.3 We are a carriage service provider, not a carrier. We operate our own network, and we also use networks owned by carriers to supply telecommunications services. Clause 39 explains the networks we use. **We are responsible to you for the services we supply to you.** Unless we tell you otherwise in writing, we are not affiliated with or related to those carriers.

2. When these terms apply

2.1 These terms apply to everything we supply to you unless you and we have signed a Master Services Agreement or another written agreement that says otherwise. **Clause 15 sets out how you pay for what we supply.** If you have signed a Master Services Agreement with us, that agreement applies to the services it covers and these terms do not.

2.2 These terms are our Standard Form of Agreement for the purposes of section 479 of the Telecommunications Act 1997 (Cth), to the extent that section applies to what we supply you.

2.3 You agree to these terms when you place an order that we accept, or when you start using a service we supply. We will keep a record of your agreement, and you can ask us for a copy of it — including any recording of the conversation in which you agreed — at any time while we hold it. We hold these records for the term of your agreement plus two years.

2.4 We will give you a copy of these terms, and of the Critical Information Summary for your service, free of charge, at any time you ask. Both are also published at rwts.com.au/legal, where you can view and download them.

2.5 If we withdraw a plan or offer but you are still on it, we will keep the version of these terms that applies to you available for as long as you remain on it.

3. What makes up your agreement with us

3.1 Your agreement with us is made up of:

- (a) these General Terms and Conditions;
- (b) each order for a service or equipment that you place and we accept, including any quote of ours that you accept and any plan, term or price set out in it;
- (c) the Service Description for each service you take, published at rwts.com.au/legal;
- (d) our published policies, to the extent these terms refer a matter to them — see clause 3.4; and
- (e) any operations manual or user guide we make available for a service.

3.2 The **Critical Information Summary** and, for an NBN service, the **Key Facts Sheet** are separate documents. They summarise the key features, charges and limits of a service so you can compare offers. They are not terms of this agreement, but if something we said in them turns out to be wrong and you relied on it, clause 13.4 applies.

3.3 An operations manual or user guide gives you operational instructions. It does not create new obligations for you and it does not change these terms.

3.4 **Our published policies.** Where these terms refer a matter to a policy, the current version of that policy sets out the detail, and we do not repeat that detail here. Each policy is published at **rwts.com.au/legal**:

Payment Assistance Policy	Help if you are having trouble paying — who can apply, how, how we assess it, and what we can offer (clause 60)
Credit Reporting Policy	How we handle credit information and credit eligibility information, and our statement of notifiable matters (clause 69)
Billing and Payment Options	How invoicing and payment work, the ways you can pay, any charge that applies to a payment method, and the payment terms available if you are approved for credit (clauses 15.7, 16 and 20)
Privacy Policy	How we handle your personal information (clause 68)
Acceptable Use Policy and Online Safety and Content Policy	What you can and cannot do with a service (clause 26)
Complaints Handling Policy	How we handle complaints, including network outage complaints (clauses 56 and 58)
Family and Domestic Violence Fact Sheet	The support described in clause 61, in a shorter form, with support services
Spend Management Tools	The tools available to help you track and control what you spend (clause 18)
Appointing an Authorised Representative	How to appoint, change or remove someone who can act for you (clause 11)

3.5 If a policy is ever less favourable to you than a commitment we have made in these terms, the commitment in these terms applies.

4. Order of priority

4.1 If there is an inconsistency, the order of priority is:

- (a) first, any provision that is needed to comply with a law or a regulatory instrument that applies to us or to your service — that provision prevails over anything inconsistent with it;
- (b) then, your order (and if there is more than one order for the same service, the most recent one);
- (c) then, the Service Description;
- (d) then, these General Terms and Conditions;
- (e) then, our published policies; and
- (f) then, any operations manual or user guide.

4.2 A published policy, operations manual or user guide applies only to the matters these terms refer to it, and **does not override an express term of your order, the Service Description or these terms**. Where a law or regulatory instrument requires a policy to change in a way that is inconsistent with those documents, clause 4.1(a) applies, we will notify the change under clause 7.3, and clause 7.4 applies if the change would have more than a minor detrimental effect on you.

5. Rights we cannot take away from you

5.1 **Nothing in this agreement excludes, restricts or modifies any guarantee, condition, warranty, right or remedy you have under the Australian Consumer Law, or under any other law, that cannot lawfully be excluded, restricted or modified.** This agreement is to be read subject to those rights. If any term of this agreement would have that effect, that term does not apply to the extent of the inconsistency.

5.2 Clause 5.1 prevails over every other clause of this agreement, including the clauses about our liability in Part H.

5.3 Nothing in this agreement limits your right to complain to us, to the Telecommunications Industry Ombudsman, to the Australian Financial Complaints Authority, to the Australian Communications and Media Authority, to the eSafety Commissioner, to the Office of the Australian Information Commissioner, or to any other regulator or ombudsman. We will never charge you a fee in connection with a complaint you make about a carriage service, and we will not cancel a service because you took a complaint to an external dispute resolution scheme.

6. Documents and information we give you separately

6.1 Some things the law requires us to give you cannot be given to you in this agreement. In particular:

- (a) for each current offer, we publish a **Critical Information Summary** — a standalone document of no more than two A4 pages, linked next to the offer wherever we advertise it on our website;
- (b) for each NBN plan, we publish a **Key Facts Sheet: NBN Services** — a standalone one-page document that we will give you free of charge, or direct you to, before you enter into a contract for that plan;
- (c) where a service standard made by a regulator applies to your service, the information that standard requires us to give you is given separately, in the form that standard requires; and
- (d) if this agreement is an unsolicited consumer agreement, we must give you the notices described in Schedule 2.

6.2 We will tell you, before you enter into a contract for a telecommunications service, what type of equipment is compatible with that service, and we will give you the terms that apply to any equipment we supply with it.

7. Changes to these terms and to your services

7.1 We may change these terms, a Service Description, a charge or a service. How we do it depends on the effect of the change.

7.2 **Minor and administrative changes.** We may make a change on at least 10 business days' written notice if, acting reasonably, the change:

- (a) has no more than a minor detrimental effect on you;
- (b) corrects an error or clarifies existing wording without changing its effect;
- (c) is required by a law, a regulatory instrument, a direction of a regulator, or a change to an industry code or standard that applies to us.

7.3 **Any other change.** For any other change, we will give you at least **30 days' written notice** before it takes effect. We will tell you what is changing, when, and what your options are.

7.4 **Your right to leave.** If a change notified under clause 7.3 would have more than a minor detrimental effect on you, you may cancel the affected service (or, if the change affects the whole agreement, this agreement) at any time before the change takes effect, or within 30 days after it takes effect, by telling us. If you do:

- (a) **you will not pay any cancellation charge** for that cancellation; and
- (b) we will refund the unused part of anything you have pre-paid for that service, on a pro-rata basis, within 10 business days.

7.5 **If we get the classification wrong.** If you tell us that a change we notified under clause 7.2 has more than a minor detrimental effect on you, we will treat it as a change under clause 7.3, and clause 7.4 applies to it.

7.6 **What we will not do.** We will not:

- (a) reduce the scope, features, quality or performance of a service you have already paid for, for the period you have paid for. Changes of that kind take effect only for future periods; or
- (b) treat your continued use of a service as your acceptance of a change of the kind described in clause 7.3. If you do not cancel under clause 7.4, the change simply applies from the date in our notice, and your right to cancel under clause 7.4 remains available for 30 days after it takes effect.

7.7 **Changes we may make immediately.** We may act without prior notice where we reasonably need to in order to comply with a law or a lawful direction, protect the safety of any person, protect the security or integrity of a network or system, or respond to an emergency. We will tell you as soon as practicable afterwards.

7.8 We may update a published policy at any time. Where a change to a policy is not required by law and would have more than a minor detrimental effect on your rights under this agreement, we will notify it and clause 7.3 and 7.4 apply to it.

8. How long the agreement lasts

8.1 This agreement starts when we accept your first order and continues until it is ended under Part K.

8.2 Each service continues for the minimum term (if any) set out in your order, and then continues **month to month** until you or we end it under Part K. If your order does not specify a minimum term, the service is month to month from the start.

8.3 We will not automatically roll a service over into a new fixed term. If a service has a minimum term, we will write to you at least 30 days before it ends to tell you the date it ends, what happens next, and the charges that will apply after that date. If you recontract, we will also tell you about features available on our current plans that are not available on your existing plan, including any spend management notifications.

8.4 Either you or we may end this agreement on 30 days' notice if you have no services with us and no order in effect for 60 days or more.

8.5 Ending this agreement or a service does not affect any right or obligation that arose before it ended.

Part B — Ordering and starting a service

9. Placing an order

9.1 You may order a service or equipment in any way we agree — by accepting a quote, through our ordering system, by email, over the phone, or by signing an order form.

9.2 Each order is an offer by you that we may accept or decline. We accept an order by confirming it to you in writing or by starting to supply. If we will not supply what you ordered, we will tell you within a reasonable time.

9.3 If we can only supply part of what you ordered, or on different terms, we will tell you and give you the chance to change or withdraw your order before you pay anything.

10. Before you order — information we give you

10.1 Before you order a telecommunications service, we will make available to you, free of charge:

- (a) the Critical Information Summary for the offer;
- (b) for an NBN service, the Key Facts Sheet;
- (c) a description of the service and what is included;
- (d) the charges, including any charge for equipment you must have to use the service and any charge for post-sales support;
- (e) information about billing, payment options and the tools available to help you manage what you spend;
- (f) the name of the carrier whose network we use (clause 39); and
- (g) what type of equipment is compatible with the service.
- Where a service will be billed in arrears, we will give you the Critical Information Summary **before** you buy.

10.2 If you tell us you use a **medical alarm or a back-to-base security alarm**, or if you are acquiring an NBN service, we will ask you about it and we will tell you to contact your alarm provider to check whether the alarm will work on the service and, if it will not, what alternatives are available. If you use a medical alarm, we will recommend that you register it on nbn's Medical Alarm Register.

10.3 Before you enter into a contract with us for an NBN voice service, we will tell you whether you will be able to keep your existing telephone number. If you ask us at any time, we will tell you immediately.

10.4 If your service uses a geographic telephone number (for example an 02 number) and you may use it outside the area the number belongs to, we will give you the notice described in clause 41.4 and ask you to confirm that you understand the limits. We will do that at sign-up, separately from this agreement.

11. Who can act for you

11.1 You may authorise a person to deal with us on your behalf as your **authorised representative**. To do that, the person must be listed on your account as having that authority and we must hold their contact details on your account. Our policy on Appointing an Authorised Representative explains how to appoint, change or remove one.

11.2 You must keep the list of your authorised representatives up to date, and tell us immediately when someone should be removed. We may act on the instructions of a person listed as your authorised representative, and you are responsible for what they do on your account.

11.3 **Identity checks.** Before we do certain things — such as changing your personal or account details, adding or removing an authorised representative, giving out information about your account, disconnecting a service, or applying a large or ongoing new charge — the law requires us to confirm that we are dealing with you or your authorised representative. We may need to ask you questions, send a code to your number or email, or verify a document. We may refuse or defer a request until we can do that.

11.4 We will never charge you for a verification message or notification. **If we send you a verification code or link, do not share it with anyone other than us.** If you receive one and you did not ask for it, contact us immediately on 1300 798 718 — we will stop the request, and if anything has already been done we will reverse or remediate it and tell you what we have done.

11.5 If you are in a vulnerable circumstance and cannot complete our usual identity checks, tell us. We have alternative ways to verify you and we will use them.

12. If you signed up by phone, or away from our premises

12.1 If we contacted you — by telephone, or in person somewhere other than our business premises — and you did not ask us to contact you about those particular goods or services, your agreement may be an **unsolicited consumer agreement** under the Australian Consumer Law. If it is:

- (a) you have a **cooling-off period of at least 10 business days** in which you may cancel, for any reason, at no cost;
- (b) **we must not supply the goods or services, and we must not ask for or accept any payment, during that period**; and
- (c) if you cancel, we must refund everything you have paid immediately, and we cannot charge you a cancellation or restocking fee.

12.2 Schedule 2 sets out these rights in full, how to exercise them, and the notice you can use. Nothing in this agreement limits them, and you cannot be asked to give them up.

12.3 Because we do not supply on credit unless clause 15.6 or 15.7 applies, where clause 12.1 applies we will not take payment or start supplying until the cooling-off period has ended. We will tell you the date that happens.

13. Getting connected

13.1 We will use reasonable endeavours to supply your service by any date we tell you. Connection dates depend on things including the carrier, the network technology at your premises, and access to your premises. Unless your order says a date is guaranteed, dates we give you are estimates.

13.2 Clause 48 explains the connection and fault standards that apply to your service.

13.3 If we agree an appointment with you and we cannot keep it, we will tell you as soon as we can and offer another. If you or someone you nominate is not there for an appointment we have confirmed, or the site is not ready, we may charge the callout fee in Schedule 1 — which is limited to the cost we actually incur.

13.4 **If we got something wrong.** If we gave you information that was inaccurate and you relied on it in deciding to buy, tell us. We will give you the correct information and an appropriate remedy, which may include letting you cancel the service without charge, a refund, or supplying an equivalent service. This is in addition to your rights under the Australian Consumer Law.

14. If you are moving to us from another provider

14.1 If you ask us to take over a service from another provider, we will:

- (a) tell you whether the transfer can go ahead before we start it, and whether there will be any interruption to your service;
- (b) tell you that you may have to pay your existing provider a cancellation or early termination charge, and that there may be other consequences of ending your existing contract;
- (c) tell you when the transfer is expected to happen and keep you informed of any delay; and
- (d) tell you on the day it completes, or if we cannot, within 5 business days.

14.2 We will only transfer a service to us with your authorisation, or that of your authorised representative.

14.3 **Do not cancel your existing service until we tell you your new service is working.** If you cancel early you may lose your service, and in some cases your telephone number.

Part C — Charges and payment

15. How you pay

15.1 **There are three ways you pay for what we supply, and your order tells you which applies to each service:**

- (a) **In advance** — you pay before we supply. This is the default, and it applies unless your order says otherwise.
- (b) **From a pre-paid balance you hold for that service** — for charges that depend on what you use, such as calls, messages or data outside what your plan includes.
- (c) **In arrears** — only where we have given you a **usage credit limit** (clause 15.6), where we have **approved credit terms** for you (clause 15.7), or where a quote or statement of work you have accepted for project work provides for it (clause 35.6).

15.2 **We do not provide you with credit except under clause 15.6 or clause 15.7.** If neither applies to you, nothing we supply can be used or delivered before it has been paid for, or drawn from a balance you hold with us.

15.3 **Paying in advance.** Where a charge is payable in advance:

- (a) recurring charges are payable in advance for each period;
- (b) equipment is payable in full before we deliver it;
- (c) pre-paid support is payable before we start; and
- (d) we need not supply, or continue to supply, until we have received payment.

15.4 **Pre-paid balances.**

- (a) **A balance belongs to a particular service, not to your account.** If you have more than one service running on a pre-paid balance, each has its own balance, and we do not move money between them unless you ask us to and we agree.
- (b) Charges that depend on your usage are drawn from that service's balance as you incur them.
- (c) **We will tell you when a balance is running low** — when you have used **80%** of the amount you last topped up, and again when the balance is **exhausted**. These notifications are free. Usage information may be up to 48 hours old (clause 18.3).
- (d) You can top up at any time, and you can set up an automatic top-up under clause 17.
- (e) **If the balance runs out, the service stops.** We will switch that service off, and it stays off until you top up. This is simply how a pre-paid service works — there is no debt and we are not collecting one — so it is not credit management action, and the notice periods in clause 65 do not apply to it. The notifications in paragraph (c) are the warning you get. **If you are having trouble topping up, tell us** — clause 60 applies, and the help available includes crediting your balance so that you stay connected.
- (f) **Emergency calls always work.** For as long as a voice service remains connected to the network we will keep it able to reach **000, 112 and 106**, and those calls are always free of charge — **including when your balance is exhausted and the service is otherwise switched off**. Clause 40 explains the other limits on emergency calls from a VoIP service.
- (g) A zero balance does not affect incoming calls, or anything already included in your plan and paid for, unless your order says otherwise.
- (h) If a service running on a pre-paid balance is cancelled, clause 24 applies to whatever is left in that balance.

15.5 **Work charged by the hour, and what happens if it takes longer than expected.**

- (a) **Before we start.** Where what you pay depends on how long the work takes — an after-hours attendance, a callout, time-and-materials work, or repairing equipment — we will tell you our rate, give you our estimate, and agree with you a **maximum amount** for the work. We take that amount from your balance, or you pay it, before we start.
- (b) **If the job is going to cost more than that maximum, we stop and ask you.** If while we are working we find the job will exceed the maximum you authorised, we will stop before we go past it and tell you what we have found, what is left to do and what it will cost. You can then authorise a new maximum (which we take from your balance or you pay before we continue), tell us to stop and pay only for the work already done, or reschedule. **We will not do chargeable work beyond the amount you have authorised, except under paragraph (c).**

- (c) **The one exception — making things safe, or getting you working again.** We may keep going past the authorised maximum without stopping to ask you first, but **only** where stopping would leave a person at risk, leave your premises or equipment unsafe or insecure, or leave a service you rely on down when we are close to restoring it. Even then:
- (i) we may only go as far as is needed to make things safe or to restore the service;
- (ii) we may not go further than **the lesser of 2 hours of work and 25% of the amount you authorised**;
- (iii) we will contact you as soon as we reasonably can, and stop as soon as you tell us to; and
- (iv) we charge only for the time actually worked, at the rate we told you before we started.
- (d) **Paying for an overrun.** If an overrun under paragraph (c) is more than your balance covers, we will tell you the amount and how we worked it out, and it is payable **within 14 days**. We do not charge interest on it. Clause 21 applies if you think it is wrong, clause 22 applies if it is not paid, and clause 60 applies if you are having trouble paying it.
- (e) **What we will never do.** We will never do chargeable work first and ask you to pay for it afterwards, other than under paragraph (c) or where clause 15.6, 15.7 or 35.6 applies. We will never charge you more than the rate we told you before we started. We will never charge you for time we spend correcting our own mistake, or for time covered by clause 63.3.

15.6 **Usage credit limit.**

- (a) For a service billed on usage, we may give you a **usage credit limit** instead of asking you to hold a pre-paid balance. A usage credit limit is an amount of usage you may incur in a month before you pay for it. **The default limit is $250 a month** unless your order says otherwise. We will tell you what your limit is, **your order records that you have accepted it**, and it is also shown in the Critical Information Summary for the offer.
- (b) **A usage credit limit is credit.** We are letting you use a service before you pay for it, and that means we are a credit provider in relation to you. Where you are an individual — including a sole trader or a partner — Part IIIA of the Privacy Act 1988 (Cth) governs how we handle credit information about you, and our **Credit Reporting Policy** at rwts.com.au/legal explains that. Clause 69 sets out what we do and do not do with it.
- (c) A usage credit limit runs **month to month**, and it has no minimum term beyond one month. Because of that, we do not have to carry out a formal credit assessment before giving you one, and normally we will not obtain a credit report about you in order to do so. If we ever do need to obtain one, clause 69.2 applies — we will tell you first.
- (d) **We will not report a default on a usage credit limit to a credit reporting body.** If you do not pay, we bar the service under paragraph (g) and, if the amount stays unpaid, we recover it as an ordinary debt under clause 22. Default reporting only happens where we have approved credit terms for you under clause 15.7.
- (e) Before we give you a usage credit limit we will explain what it means — the limit, what you will be billed and when, what happens if you reach the limit, and what happens if you do not pay.
- (f) We bill you monthly in arrears for the usage you have incurred. Clause 20.6 sets out what that bill contains and when we send it.

- (g) **We will tell you when you reach 80% and 100% of the limit**, free of charge. **If you reach the limit, we bar further chargeable usage** on that service until you pay or we agree a higher limit. Emergency calls, incoming calls and anything included in your plan are not affected. Because you have agreed the limit in advance and we have told you as you approached it, barring at the limit is not credit management action and the notice periods in clause 65 do not apply to it.
- (h) **You can change the limit.** You can ask us at any time to set it lower, or to remove it and move the service back to a pre-paid balance under clause 15.4, and we will do that at no charge.
- (i) We may reduce or withdraw a usage credit limit on reasonable notice, and immediately if an undisputed amount is overdue and clause 22.4 does not apply. If we withdraw it, the service moves to a pre-paid balance under clause 15.4 and we will tell you.

15.7 **Credit terms.**

- (a) If you need to be billed in arrears more generally, you can apply for credit terms using our New Customer Application Form. Applying is free and you are under no obligation to apply.
- (b) **We assess the application.** Where the applicant, a partner or a proposed guarantor is an individual, that assessment may involve obtaining a credit report from a credit reporting body. Clause 69 and our **Credit Reporting Policy** at rwts.com.au/legal explain what information we collect, who we deal with, and your rights in relation to it. For a company we may obtain a report from a commercial credit bureau, and Part IIIA of the Privacy Act 1988 (Cth) does not apply to that report.
- (c) **If you are already our customer** and you are an individual acquiring a service mainly for personal or domestic use, our assessment includes checking your payment history with us, whatever the amount involved.
- (d) Where you are an individual acquiring a service mainly for personal or domestic use and the total amount you would commit to is more than **$1,000**, our assessment will also include asking you about your financial circumstances and obtaining a credit report.
- (e) **If our assessment shows that you could not meet the commitment, or could only meet it with substantial hardship, we will tell you** and offer you a lower-cost option, a usage credit limit or a pre-paid alternative instead.
- (f) If we approve credit, the payment terms are those set out in the approval or your order. If none is stated, payment is due **within 14 days of the date of the invoice**. The terms available are set out in our **Billing and Payment Options** at rwts.com.au/legal.
- (g) We may ask for a security deposit or a guarantee as a condition of approving credit. Clause 23 applies to both.
- (h) We may review, reduce or withdraw credit terms on reasonable notice, and immediately if an undisputed amount is overdue and clause 22.4 does not apply. If we withdraw credit, the service moves to a pre-paid balance under clause 15.4 or a usage credit limit under clause 15.6, and we will tell you which.

15.8 **If a support block or allowance runs out part way through.** If the work you need will use more than the support you have left, we will tell you before we start, tell you what the extra will cost, and give you the chance to top up or to authorise the extra work. Clause 15.5 then applies to that extra work. Clause 36 explains how support blocks and monthly allowances work.

15.9 Nothing in this clause allows us to charge you for a service we have not supplied, or to keep money you have paid for a service you have not received. Clause 24 explains refunds.

16. Paying us

16.1 All charges are in Australian dollars.

16.2 **We always offer at least one way to pay that carries no charge imposed by us.** The ways you can pay, and any charge that applies to a particular method, are set out in our **Billing and Payment Options** at rwts.com.au/legal, which we keep current. Where we charge for a payment method, the charge will not exceed our reasonable cost of accepting payment that way, and we will show you the amount before you complete the payment.

16.3 **Always pay to the account shown on the invoice itself.** We may change the account we nominate, and we will show the current details on each invoice.

- (a) **If you pay in good faith to the account shown on the relevant invoice, that discharges what you owe** — even if we had intended to nominate a different account.
- (b) If we need to change the account after an invoice has already been issued, **the change only takes effect once we have told you**, and we will tell you in a way that lets you check it with us.
- (c) A payment to an account we have never nominated does not discharge what you owe.
- (d) **If you are ever unsure whether payment details are genuine, call us on 1300 798 718 before paying** — do not rely on details in an email alone. We will never ask you to change payment details by email alone.

16.4 **We may use a payments provider, and we may assign an invoice.** We may engage a third party to issue invoices, statements and payment reminders, to receive and reconcile payments, and to follow up amounts owing, on our behalf or in its own right and using our branding. We may also assign an individual invoice, or our right to payment of it, to that provider, and an assignment may be reversed so the invoice comes back to us. **An assignment does not change what you owe, when it is due, or any of your rights** — including your rights in relation to the service, a disputed charge under clause 21, payment assistance under clause 60, or any set-off you had against us before you were told of the assignment. If you pay us directly on an invoice that has been assigned, your payment still counts. **We will not assign or sell an amount you owe while clause 60.3(b) applies** — that is, while you are discussing payment assistance with us, while an application is being assessed, or while an arrangement is in place. Our **Billing and Payment Options** at rwts.com.au/legal names the provider and explains how this works.

16.5 We will record a payment against your account within 48 hours from the start of the next business day after we are notified of it, and apply it before we generate your next statement or within 5 business days, whichever is sooner.

16.6 If you pay part of an amount owing, we apply the payment first to the oldest undisputed amount, unless you tell us to apply it to a particular charge and we agree.

16.7 **GST.** Unless we say otherwise, charges we quote to businesses exclude GST and charges we quote to consumers include GST. Where GST applies, you must pay it in addition to a GST-exclusive charge, at the same time, and we will give you a valid tax invoice.

17. Automatic top-ups

17.1 If you ask us to, we can top up a balance automatically when it falls below an amount you choose. **An automatic top-up applies to one service's balance**, and you set it up separately for each service.

17.2 **An automatic top-up must have a limit.** When you set one up, you must set a maximum amount that can be topped up in any calendar month for that service. We will not top up beyond that limit without asking you first. You can change or cancel an automatic top-up at any time, at no charge.

17.3 We will tell you each time we top up, and we will tell you when you reach your monthly limit. If a top-up fails — for example your card is declined — we will tell you, and clause 15.4(e) applies if the balance then runs out.

18. Managing what you spend

18.1 We provide tools to help you keep track of and control what you spend. These include your balance and usage information in the customer portal, call barring and restrictions, spend limits, and the pre-paid model itself. **No spend limit, bar or restriction ever applies to calls to 000, 112 or 106.** Details, including how to get help using them and what any tool costs, are in our Spend Management Tools policy at rwts.com.au/legal, free of charge.

18.2 If you take a service that does not depend on internet access, at least one of the tools we offer you will not depend on internet access.

18.3 Usage information we show you may be **up to 48 hours old**, and may not include international usage, usage while overseas, premium services or charges from third parties. We will tell you the approximate delay and what is not included.

18.4 **Allowance notifications.** If you are an individual with a service mainly for personal or domestic use, and your plan is billed in arrears and includes a data or value allowance, we will tell you free of charge when you have used **50%, 85% and 100%** of that allowance, no later than 48 hours after you reach each point. These three thresholds are set by the Telecommunications Consumer Protections Code, which is why they differ from the ones we use for pre-paid balances and usage credit limits. When we tell you before you reach 100%, we will also tell you what charges apply once the allowance is used up, that the information may be up to 48 hours old, and that it does not include overseas usage or calls and messages sent outside Australia.

18.5 We will not do anything to encourage you to opt out of a notification under clause 15.4(c), 15.6(g) or 18.4, and we will not penalise you or require you to opt out.

19. Changes to charges

19.1 We will only change a charge in accordance with clause 7.

19.2 **Indexation.** We may increase a recurring charge once in any 12-month period, by no more than the annual change in the Consumer Price Index (All Groups, weighted average of the eight capital cities) last published by the Australian Bureau of Statistics before the increase, by giving you at least 30 days' written notice.

19.3 **Pass-through of external costs.** We may increase a charge to pass on an increase in a cost imposed on us that we do not control — a carrier or wholesale input cost, a regulatory charge or levy, or a tax — by giving you at least 30 days' written notice. The increase must not exceed the increase in our cost, and we will explain the basis of it if you ask.

19.4 **Any increase under this clause 19 gives you the right to cancel the affected service under clause 7.4 without a cancellation charge and with a pro-rata refund of anything you have pre-paid**, at any time before the increase takes effect or within 30 days after it takes effect.

19.5 Subject to clause 15.5 — which means we agree a maximum with you and take payment before we start, and stop and ask you before we exceed it — we may charge you, at the rates in Schedule 1 or at our standard time-and-materials rates:

- (a) for work you ask us to do outside our normal business hours;
- (b) for a callout or attendance where the information you gave us was materially incomplete or inaccurate, or where clause 13.3 applies;
- (c) for repairing or replacing our equipment where clause 32.5 applies; and
- (d) for attending a reported fault where we can show that the fault was not something we are responsible for, and that reasonable investigation by you would have shown that.

19.6 We will not charge you for a service while it is suspended, unless the suspension is at your request. If a service is suspended for any other reason, recurring charges for that service stop for the period of the suspension.

20. Statements and records

20.1 Where a service is paid in advance or runs on a pre-paid balance, we are not required to send you a bill. We will give you a statement, or make one available in the customer portal, showing your charges, your payments, your balance and your usage for each period, and we will tell you before each recurring charge is taken.

20.2 If the amount of a recurring charge is going to change, we will tell you at least 30 days beforehand under clause 7 and clause 19. How invoicing and payment work in practice — invoice delivery, cycles, copies and account statements — is set out in our **Billing and Payment Options** at rwts.com.au/legal.

20.3 On request we will give you all your billing and usage information:

- (a) for up to **6 years** back;
- (b) in a format you can read and keep;
- (c) **free of charge, through at least one medium, for the previous 24 months**; and
- (d) itemised, if you ask for it.

For information older than 24 months, or in an additional format, we may charge no more than what it actually costs us to find, retrieve and provide it. We will always offer at least one way of getting your billing information electronically at no charge.

20.4 We will make sure your charges are accurate and that we can demonstrate that they are. If you ask, we will give you enough information to check a charge against your plan and against your usage. Where a charge is based on our records of usage, those records are evidence of the usage in the absence of manifest error — and you may ask us for the underlying data, which we will provide.

20.5 We will not charge you for something more than **160 days** after the charge was incurred.

20.6 **Bills for anything billed in arrears.** Where a charge is billed in arrears under clause 15.6, 15.7 or 35.6:

- (a) we will send you a bill for each billing period;
- (b) the bill will show: our name, trading name and ABN; your name and billing address; the date it was issued and a reference that identifies it; the billing period; your account reference and a stable reference you can use to pay online; the due date for the charges billed and for anything still outstanding; a description of the charges, including the total, any discounts or credits, and any charges from a third party; any charge that went beyond a spend limit or an included allowance; **at least one way to pay that carries no charge imposed by us**, and any charge that applies to another payment method; and a contact point for billing enquiries including a telephone number and, if we are not open 24 hours, the hours;
- (c) we will issue it **within 10 business days** after the end of the billing period. If we are late, you get at least the same amount of extra time to pay as the delay;
- (d) **we will not bill you for a charge more than 160 days after it was incurred**; and
- (e) itemised details of your charges are available on request, free of charge for the previous 24 months (clause 20.3).

21. If you think a charge is wrong

21.1 Tell us. You can raise a billing enquiry or dispute by phone on 1300 798 718, by email to accounts@rwts.com.au, or in the customer portal. Calls to us about billing are charged at untimed local call rates or less.

21.2 If you dispute a charge in good faith:

- (a) **you only have to pay the part you are not disputing**;
- (b) **we will not take any credit management action in relation to the disputed amount** while it is being investigated by us, by the Telecommunications Industry Ombudsman or by another recognised third party, and while we know the dispute is unresolved to your satisfaction;
- (c) we may take credit management action on the undisputed part, and we will tell you if we are going to; and
- (d) we will not sell or assign the disputed amount, and we will not report it to a credit reporting body.

21.3 We will investigate and give you a proposed resolution **within 10 business days**. For a billing error, we will resolve the dispute by the end of the billing period immediately following your current one, or within 30 calendar days, whichever comes first. If we cannot meet a timeframe we will tell you why, when we will resolve it, and how to take the matter to the Ombudsman.

21.4 If the disputed amount turns out to be payable, you must pay it within 10 business days of us telling you, and we will not charge interest or a late fee on it for the period of the dispute. If it turns out not to be payable, we will credit or refund it and tell you when we will commence any credit management action on any remaining amount.

21.5 Please raise a billing dispute within 12 months of the charge appearing. **This is a request, not a condition** — if you raise it later, we will still consider it, and nothing in this clause affects any right you have under the Australian Consumer Law or at law.

22. If you pay late

22.1 Where a service is paid in advance or runs on a pre-paid balance, an unpaid charge normally means the service simply does not start or does not continue, and there is nothing to chase. An amount can fall overdue where you are billed in arrears under clause 15.6, 15.7 or 35.6, and in a few other situations: an overrun on work you authorised, where we had to keep going to make things safe or to restore a service (clause 15.5(c)); our equipment is not returned when a service ends (clause 32.4); fraudulent traffic exceeds your balance and clause 27.3 makes you responsible for it; or a payment is reversed or dishonoured after we have supplied.

22.2 If an undisputed amount is overdue:

- (a) we may charge you the late payment fee in Schedule 1. **That fee does not exceed our reasonable cost** of following up the amount, and we will tell you the amount or how it is calculated before we charge it;
- (b) we may recover from you the reasonable costs we actually incur in recovering the amount, including reasonable collection agency and legal costs; and
- (c) we may suspend or cancel a service under Part K, following the notice process in clause 65.

22.3 **We do not charge interest on overdue amounts under these terms.**

22.4 We will not charge you a fee under clause 22.2(a) or take credit management action:

- (a) while the amount is disputed under clause 21;
- (b) while you are discussing, or have applied for, payment assistance, or while a payment arrangement is in place (clause 60.3(b));
- (c) where the amount was unpaid because of our error or the error of a third party, and you took all reasonable steps to pay it; or
- (d) where a complaint about the same subject matter is being handled by us, for 7 business days after we tell you the outcome, or while the Ombudsman is investigating it.

22.5 If we sell or assign a debt, we will only sell it to a buyer that is a member of the Australian Financial Complaints Authority, we will tell you in writing within 25 business days, and we will still deal with any billing or service complaint you have about it. We will not sell a debt that includes a disputed amount, or while clause 22.4(b) applies.

22.6 If we default list an amount in error, or where clause 22.4(c) applies and a default has been listed, we will tell the credit reporting body within 1 business day and use reasonable endeavours to have the listing removed, and we will not charge you any credit management fee or impose any other credit-related disadvantage.

23. Security deposits

23.1 We do not require a security deposit for a pre-paid service.

23.2 If we ever ask you for a security deposit or bond — for example for high-value equipment we rent to you — we will first tell you in writing:

- (a) the amount, what it is for, and the outcome of the credit assessment for you and that product that led us to ask for it;
- (b) the circumstances in which it may be forfeited, and we will get your agreement to those circumstances before we take it;
- (c) whether it earns interest, and the account it will be applied to; and
- (d) when and how it will be repaid.

23.3 Before we use any part of a deposit, we will tell you that we will access it **in 5 business days**, and you may pay the amount instead within that period. We will repay the deposit, or the balance of it, with any interest, **within 5 business days** after you finish the arrangement it relates to or stop taking the relevant service.

23.4 A deposit is never forfeited because you did not ask for it back.

23.5 **If we ask someone to guarantee your account.** We do not require a guarantee for a pre-paid service. If we ever ask a person to guarantee your obligations, we will explain the nature and effect of the guarantee to that person in writing **before** they give it, and we will give them **at least 10 working days** to consider it, during which they may cancel it and the arrangement it relates to. Our **Credit Reporting Policy** at rwts.com.au/legal explains how guarantees and any credit report about a guarantor are handled. We will send any disconnection notice to a guarantor as well as to you.

24. Refunds and unused balances

24.1 If a service ends for any reason, we will refund the unused part of anything you have pre-paid for it, calculated pro-rata, within 10 business days. We may deduct from the refund any amount you owe us that is due, payable and not disputed.

24.2 We will not deduct anything from a refund where the service ended:

- (a) because of our breach;
- (b) because you cancelled after a change under clause 7.4;
- (c) because you exercised a right under the Australian Consumer Law; or
- (d) because you cancelled during a cooling-off period.

24.3 **We do not forfeit a credit or balance because you have not used it.** If you hold a balance with us and you have no active service, we will contact you at least twice to tell you it is there and how to get it back.

24.4 Where you are entitled to a refund, we will pay it to you. We will not give you a credit note instead of a refund unless you ask us to.

Part D — Your responsibilities

25. Using the services

25.1 You must use the services lawfully, and in accordance with this agreement.

25.2 If you let anyone else use a service — an employee, a family member, a contractor, a guest — you are responsible for their use of it as if it were your own, and you must make sure they comply with this agreement. If you tell us that someone other than you is the main user of a service, we will confirm to you that **you remain liable for the use of the service**.

25.3 You must not resell a service, or transfer a service to someone else, unless we agree in writing.

25.4 You must not represent that you are approved by, an agent of, or affiliated with us, and you must not make any statement about our services that is inconsistent with the material we have given you. Neither of us will knowingly make false or misleading statements about the other.

26. Acceptable use and online safety

26.1 You must comply, and make sure anyone using a service through you complies, with our **Acceptable Use Policy** and our **Online Safety and Content Policy**, published at rwts.com.au/legal.

26.2 **You must not produce online material that contravenes any Australian State, Territory or Commonwealth law, including the Online Safety Act 2021 (Cth).** You must not use a service to send, store or make available material that is unlawful, or to infringe anyone's intellectual property rights.

26.3 You must comply with the rules of any third party whose content or services you access using a service, or whose network your traffic crosses.

26.4 **We do not monitor, filter or control the content you send or receive.** We cannot control what is accessible using an internet service; in some cases the only technically available control is blocking access to a whole domain.

26.5 **Filtering and family-friendly options.** Information about filtering products, how to obtain them, how to give us feedback about compatibility problems between a filter and your service, and about the Australian Telecommunications Alliance's Family Friendly Filter program, is published at rwts.com.au/legal/online-safety and given to you at or close to the time of sale. We will also make that information available to you at least once a year.

26.6 **Online safety information**, including information for parents and carers about supervising and controlling children's access to online content, and information about the role and functions of the eSafety Commissioner, is published at rwts.com.au/legal/isp-online-safety-information.

26.7 If you have a complaint about class 1A, class 1B, class 1C or class 2 material, or about an unsolicited electronic message promoting it, you can complain to us and we will respond or refer you to the eSafety Commissioner. You can also complain directly to the content provider or to eSafety at esafety.gov.au/report.

26.8 We may act on a notice, request or direction from the eSafety Commissioner, a law enforcement agency or a regulator — including under Part 8 of the Online Safety Act 2021 or sections 313 or 315 of the Telecommunications Act 1997 — and we may block, filter, suspend or restrict a service to the extent we are required or requested to do so.

26.9 If you breach this clause 26 we may suspend or cancel the service under Part K. If a telecommunications service is disconnected, you may lose the right to use the telephone number attached to it (clause 41).

27. Keeping your account and equipment secure

27.1 You must keep your account credentials, PINs and passwords secure, and not share them with anyone who is not authorised. Tell us immediately if you think someone has gained unauthorised access to your account or your service.

27.2 **If you use a PBX, hosted PBX or SIP service, you must:**

- (a) change all default PINs and passwords on your equipment and on voicemail before you use it, and use strong credentials;
- (b) disable any PBX port or feature you do not use — in particular remote call forwarding, DISA and remote dial-through; and
- (c) keep your equipment and firmware patched and up to date.

27.3 **Fraudulent traffic.** If someone gains unauthorised access to your service or equipment and generates traffic, you are responsible for the charges for that traffic **unless** it happened because of our act or omission, a failure in our systems or a carrier's systems, or something else outside your control. We will:

- (a) monitor for unusual traffic patterns and use reasonable endeavours to alert you and to bar the traffic if we detect them;
- (b) work with you to investigate any fraudulent use or misuse of a service; and
- (c) waive or credit charges to the extent clause 27.3 says you are not responsible for them.

27.4 **Where a service runs on a pre-paid balance**, your exposure to fraudulent traffic is limited to that balance plus any automatic top-up limit you have set (clause 17.2), so we recommend setting that limit conservatively. **Where a service is billed in arrears**, your exposure is not capped in that way — which is one reason we recommend keeping a usage credit limit low, and why clause 27.2 matters.

27.5 Information about scams, how to reduce your risk, what to do if you are scammed, and tools we offer to help block unwanted calls and messages, is published at rwts.com.au/legal.

27.6 If we reasonably suspect a security incident affecting a service or our systems, we may take immediate action we reasonably consider necessary to contain it, including isolating or suspending an affected service. We will tell you as soon as practicable, and you agree to help us investigate — including by preserving logs and giving us reasonable information and assistance.

28. Keeping your details up to date

28.1 You must give us accurate information and tell us promptly if it changes — in particular your **name, service address, billing address, email address and mobile number**.

28.2 This matters more than it sounds. We rely on those details to:

- (a) give emergency services your location when you call 000 (clauses 40 and 43);
- (b) notify you of an outage (clause 45);
- (c) verify your identity (clause 11.3); and
- (d) tell you about changes, expiring terms and refunds.

28.3 **Only we can change your record in the Integrated Public Number Database.** If you contact the IPND Manager or anyone else about your details, they will refer you back to us.

29. Access to your premises

29.1 You must give us and our suppliers safe access to your premises when we reasonably need it to supply, install, maintain, repair or recover a service or equipment, at a time we agree with you.

29.2 You must make sure the site is safe and ready, that any consent we need from a landlord, body corporate or other third party has been obtained, and that there is an adequate power supply and a suitable operating environment for any equipment installed there. Where equipment is in an environment we control, we provide the power.

29.3 We will comply with your reasonable site rules while we are there. If a site is unsafe, we may decline to work until it is made safe, and we will tell you why.

30. Your own equipment and cabling

30.1 Any equipment you connect to a service must be compatible with the service, comply with the applicable Australian standards, be properly maintained, and not damage or interfere with the service or with any network or system.

30.2 We are not responsible for equipment, cabling or software that we did not supply, or for the performance of a service to the extent it is affected by them. If you ask us to work on equipment we did not supply, we will do our best but we cannot warrant the outcome.

30.3 If your equipment or cabling is causing a problem on a network, we may ask you to disconnect it, and if the problem is urgent or a carrier requires it we may bar or suspend the service until it is resolved. **We will never bar a call to 000, 112 or 106.**

Part E — Equipment

This Part applies to physical equipment we sell, rent or lend to you. Clause 51 (consumer guarantees) applies to all of it and cannot be excluded.

31. Equipment you buy from us

31.1 You must pay for equipment in full before we deliver it. We do not deliver equipment against an invoice under these terms.

31.2 **Title.** Ownership of the equipment passes to you on delivery, because you will have paid for it in full before we deliver it. If for any reason we deliver equipment before we have received full payment, the equipment remains ours until we have, you hold it as our bailee, and you must not sell, transfer or grant a security interest over it.

31.3 **Risk.** Risk in the equipment passes to you on delivery to you or to a carrier you nominate.

31.4 We will deliver and, where your order says so, install the equipment at the address in your order. Delivery charges are set out in your order or in Schedule 1.

31.5 **Manufacturer's warranty.** Most equipment we sell comes with a warranty from its manufacturer. We will tell you who the manufacturer is where the equipment is not our own brand, we will pass on the benefit of any manufacturer's warranty to you when title passes, and we will help you make a claim under it. **A manufacturer's warranty is in addition to your rights under the Australian Consumer Law — it is not a substitute for them, and you never have to go to the manufacturer first.**

31.6 If you want to return equipment you have bought and there is nothing wrong with it, tell us within 14 days of delivery. We will accept the return if the equipment is unused and in its original condition, and we may charge the restocking fee in Schedule 1. **We will never charge a restocking fee where you are returning goods because of a problem with them, where you are exercising a right under the Australian Consumer Law, or during a cooling-off period.** This is a discretionary commercial right we give you in addition to your legal rights — it does not limit them.

32. Equipment we rent or lend to you

32.1 Where we rent equipment to you, or lend it to you as part of a service, the equipment remains ours. You must:

- (a) use it in accordance with any reasonable instructions we give you;
- (b) keep it in good condition, and not modify it, damage it, or remove or obscure any identifying marks;
- (c) tell us promptly if it is damaged, faulty or needs maintenance;
- (d) not sell it, transfer it, grant a security interest over it, or part with possession of it except to return it to us;
- (e) only allow it to be installed, altered, maintained, repaired, connected or disconnected by us or by someone we approve; and
- (f) give us access to it during business hours (or as we agree) so we can maintain it, and allow us — and make sure any landlord or other third party allows us — to collect it when the service ends.

32.2 We may replace, upgrade or remove rented equipment, at our cost, on reasonable notice, provided doing so does not materially adversely affect your service.

32.3 Our right of access to collect our equipment continues after this agreement ends, until the equipment is returned. We will give you reasonable notice and we will collect it at a reasonable time.

32.4 **Returning it.** When a service ends, you must make equipment we have rented or lent to you available for collection, or return it to us, within 21 days, in the condition it was in when supplied, allowing for fair wear and tear. If you do not, we may charge you the replacement value stated in your order or in Schedule 1. We will tell you the amount before we charge it, and we will credit it if the equipment is later returned.

32.5 **Loss or damage.** You are responsible for loss of or damage to our equipment while it is in your possession or control, and we may charge you the reasonable cost of repairing or replacing it — **but not** for:

- (a) fair wear and tear;
- (b) loss or damage caused by us, our personnel or our suppliers;

- (c) loss or damage caused by a fault in the equipment itself;
- (d) loss or damage caused by an event outside your reasonable control, including a power surge or failure, fire, flood, storm or other natural event, or theft or vandalism you could not reasonably have prevented; or
- (e) loss or damage arising from maintenance or work performed by someone we approved.

32.6 We recommend you insure our equipment while it is in your possession, but we do not require you to.

33. Our security interest

33.1 Where we sell you equipment before title passes, or rent equipment to you, this agreement is a security agreement for the purposes of the Personal Property Securities Act 2009 (Cth) and we have a security interest in that equipment. We may register that security interest, including as a purchase money security interest.

33.2 You must do what we reasonably ask to allow us to register and maintain that security interest, and tell us at least 14 days before you change your name, ABN or other registration details.

33.3 **To the extent the PPSA allows** and the equipment is **not** used predominantly for personal, domestic or household purposes, you agree that sections 96, 125, 142 and 143 of the PPSA do not apply, and you waive your right to receive the notices and documents referred to in sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA. Where the equipment **is** used predominantly for personal, domestic or household purposes, this clause 33.3 does not apply and all of your PPSA rights are preserved.

33.4 Neither of us will disclose information of the kind described in section 275(1) of the PPSA except where required to do so.

34. Repairs, and your data

34.1 If we repair or replace equipment, we will do it within a reasonable time and keep you informed.

34.2 **Repairing goods that hold data may result in the loss of that data.** Before you give us equipment for repair, back up anything on it that you need. Clause 38 explains your backup responsibilities.

34.3 **Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.**

34.4 If we give you a document promising to repair, replace, re-perform or compensate you if something is defective — a warranty card, a support commitment or a service level — that document is a warranty against defects and will contain everything the law requires it to contain, including that **the benefits it gives you are in addition to your other rights and remedies under the law**.

Part F — Professional services and pre-paid support

35. Professional services

35.1 We supply professional services — consulting, design, project and installation work — on the basis set out in the quote, scope or statement of work you accept. That document sets out the scope, the deliverables, the assumptions we have relied on, what is excluded, and the charges.

35.2 We will perform the services with due care and skill, using appropriately skilled people.

35.3 **Assumptions and dependencies.** Our quotes are based on the information you give us and on the assumptions stated in them. If an assumption turns out to be wrong, or you do not do something the quote says you will do, we will tell you promptly, tell you what effect it has on the timeframe and the price, and get your agreement before doing additional chargeable work. Clause 15.5 applies to that additional work.

35.4 **Fixed price and time-and-materials.** Where we quote a fixed price, that is what you pay for the scope quoted. Where we work on a time-and-materials basis, clause 15.5 applies — we agree a maximum with you, take payment before we start, and stop and ask you before we exceed it — unless the quote you accepted sets out a different payment schedule under clause 35.6.

35.5 If a project is delayed by something we are responsible for, we will not charge you for the delay. If it is delayed by something you are responsible for, we may charge for time we cannot reasonably redeploy, at the rates in your order.

35.6 **How you pay for project work.** The quote or statement of work you accept sets out the payment schedule — for example a deposit before we start, staged payments against milestones, or payment on completion — and that schedule is what applies. Where it provides for payment after work has been done, clause 20.6 applies to the invoice and clause 22 applies if it is not paid. If the accepted quote does not set out a payment schedule, the work is payable in advance under clause 15.3.

36. Pre-paid support

36.1 You may buy support in advance as a block of hours or as a monthly allowance.

36.2 We will tell you what a support block covers, our support hours, our response targets, and what is charged separately. Details of post-sales support and any fee for it are published with the relevant offer.

36.3 **Pre-paid support hours do not expire.** We will show you your remaining balance in the customer portal, and if a service ends we will refund the unused hours at the rate you paid for them, under clause 24.

36.4 We draw down support hours in the increments stated in your order, and you can see your remaining balance in the customer portal. If you ask us to do work that is outside what your support block covers, or the work will use more support than you have left, we will tell you before we start and get your agreement to the additional charge — see clauses 15.5 and 15.8.

36.5 A monthly support allowance is different from a block of hours. With a monthly allowance you are buying an entitlement to **up to** the number of hours stated in your order in each month, for a monthly price — you are not buying a quantity of hours, so nothing is forfeited if you do not use the full allowance in a month. We will make this clear in your order and in the Critical Information Summary, and we will tell you which of the two you are buying before you order.

37. Intellectual property

37.1 Each of us keeps ownership of the intellectual property we owned before this agreement, and of anything we create outside it.

37.2 **Your material and your data stay yours.** You own your data and the material you give us. You give us permission to use it only to the extent we need to in order to supply the services and to meet our legal obligations.

37.3 We own the intellectual property in the tools, methods, templates and know-how we use, and in any improvement to them.

37.4 Unless your order says otherwise, we own the intellectual property in the material we create in performing the services — including documents and configurations prepared for you — and **we give you a perpetual, irrevocable, royalty-free licence to use that material for your own purposes**, including to have another provider maintain or modify it. On request we will give you copies of documentation and configuration information relating to your environment.

37.5 Where we supply our own software with a service, we licence it to you, in object code form, for use with the service, for as long as you take the service. You must not copy it, reverse engineer it, sub-licence it or use it to provide services to anyone else, except to the extent the law allows. Open-source software supplied with a service remains subject to its own licence, and that licence prevails over this clause for that software.

38. Backups

38.1 **Unless backup is expressly part of a service you have bought from us, you are responsible for backing up your data, for testing that your backups can be restored, and for being able to restore them.**

38.2 Where backup **is** part of a service you have bought, we are responsible for providing it as described in the Service Description, and clause 51 and Part H apply if we do not.

Part G — Telecommunications services

This Part applies in addition to the rest of this agreement where we supply you with a telecommunications service — voice (including VoIP, SIP and hosted PBX), internet or data. Some of it is required by law, and we cannot change it by agreement.

39. The networks we use

39.1 We are a carriage service provider. We operate our own network, and we also use networks owned by other carriers. Where the identity of a carrier matters to a particular service, it is named in the Service Description or Critical Information Summary for that service.

39.2 **We are responsible to you for the service we supply.** Unless we tell you otherwise in writing, we are not affiliated with or related to those carriers, and you have no contract with them.

39.3 If we change the carrier or wholesale network we use to supply your service, and the change will or is likely to have a materially adverse effect on the features, characteristics, performance or price of your service, we will tell you in writing before we make the change, and you may cancel the affected service **without paying a cancellation charge**, with a pro-rata refund of anything pre-paid. If you tell us you want to cancel, we will do it within 5 business days.

39.4 We will give you as much notice as we reasonably can of planned maintenance, and of any unplanned maintenance that we reasonably think may materially affect your service.

40. Emergency calls — please read this

40.1 **Calls to 000, 112 and 106 are free of charge, and you can always make them even if your balance is zero, you are out of credit, or an automatic top-up has failed.** 000 connects you to Police, Fire and Ambulance. 106 is the text-based emergency service for people who are deaf or who have a hearing or speech impairment, and works from a TTY or TDD. 112 works from a mobile handset. Use these numbers only for a life-threatening or time-critical emergency. There is more information at triplezero.gov.au and, for accessibility, at accesshub.gov.au.

40.2 **Your voice service is a fixed local service. You can only make an emergency call if the service is active and you can hear dial tone.** If your service is not yet connected, has been suspended or cancelled, or is faulty, **you will not be able to call 000 from it**.

40.3 **Your voice service depends on power, on your internet connection and on your equipment.** If there is a power failure at your premises, or your internet service is down, congested or faulty, or your equipment fails, **you will not be able to call 000**. Your equipment does not have battery backup unless we have told you in writing that it does.

40.4 **In most cases an NBN service will not work during a power failure.**

40.5 **You should always keep another way to call emergency services** — for example a charged mobile phone within coverage of a mobile network.

40.6 **Location.** When you call 000 or 106, we and the emergency call person pass on your telephone number, your name and, where available, your service location — **even if you have calling number display blocked or an unlisted number**. We supply the service address you have given us and that we hold in the IPND. **If you move your phone, ATA or IP handset to a different address, or use it away from your service address, the location given to the emergency operator may be wrong.** Tell us immediately if your service address changes.

40.7 **Do not rely on this service** for a medical alarm, a back-to-base security alarm, a lift phone, an EFTPOS terminal or a fax, without first confirming compatibility with the alarm or equipment provider. We will tell you to make those enquiries before you take an NBN service, and where you tell us you use a medical alarm we will recommend you register it on nbn's Medical Alarm Register.

40.8 If we become aware of a major outage during which you made an unsuccessful call to 000, we will carry out or arrange a welfare check on you as soon as practicable — unless we cannot identify you, or we are satisfied that a later call of yours got through.

40.10 The law requires a carriage service provider to stop supplying carriage services to a mobile handset that it has identified as unable to connect to Triple Zero. We do not supply mobile services under these terms, but we tell you about this rule so you know it exists.

40.11 Nothing in this clause limits our obligation to provide access to the emergency call service. Our obligation does not apply where something outside our control materially and adversely affects our technical ability to give access — for example a mains power failure or a wiring failure at your premises, damage or interference caused by a third party, emergency calls being barred on your own equipment, or a denial of service attack against which we have taken reasonable measures.

41. Telephone numbers

41.1 Telephone numbers are allocated by the Australian Communications and Media Authority to carriage service providers. **You do not own a telephone number.** When we issue you a number you get **rights of use** of that number for as long as we supply a listed carriage service on it.

41.2 Your rights of use end if the service on that number is disconnected, or if the number is recalled. If we disconnect a service because you have breached this agreement, **you will lose the rights of use of the number**.

41.3 We have obligations to you in relation to the numbers we issue you, under Chapter 9 of the Telecommunications Numbering Plan. You can get information about those obligations, and about your rights of use, by contacting us on 1300 798 718 or at rwts.com.au/legal/numbering — and we will give it to you promptly if you ask. We will also write to you about this within 6 months of issuing you a number, unless we have issued you a number before and this information has not changed.

41.4 **Geographic numbers used away from their area.** If we supply you a local service using a geographic number (for example an 02 number) and calls to that number may not terminate in the standard zone unit the number was allocated for — which is the case for a nomadic VoIP service — then:

- (a) **if you are located outside the standard zone unit for which your geographic number was allocated, calls to your number will be charged as if you were located within that standard zone unit**; and
- (b) **you may not be able to port the number to another carriage service provider.**
- We give you this notice at the time we offer the service, prominently and in plain English on the webpage where the offer is made, in text no smaller than 10 points, and we ask you to acknowledge that you understand these limits when you enter into the arrangement.

41.5 **What happens on cancellation.** When a service is cancelled, the number is quarantined for at least six months before it can be issued to anyone else, and we must give it back to the provider that holds it, or notify ACMA, within the time the Numbering Plan requires. Until a number has been given back or reissued we may be able to reinstate it for you if you ask, but **we cannot promise to, and once the number has been given back it is no longer available to you — even if the service was disconnected in error.** If you want to keep a number, port it out before you cancel.

42. Moving your number to or from us

42.1 We will port a number in or out where it is portable, and we will do everything necessary on our part to make sure nothing we do or fail to do prevents you keeping your number when you change provider.

42.2 **We will not make your use of a number, or porting a number away from us, conditional on you paying a debt, on you not asking to port, or on you not changing provider.** That is prohibited by law, and we will not do it.

42.3 To port a number we (or your gaining provider) need your authorisation. Where we supply you a mobile service, the law requires additional identity verification for a mobile number port before the port can start — usually by sending a code to the number being ported, or confirming you have the device in your hand.

42.4 If you are changing address on the same day as a port, tell us — a reversal or emergency return of the number may not be possible.

42.5 Some numbers cannot be ported. We will tell you before you order if we know that a number you want to bring to us cannot be ported, and clause 41.4(b) applies to nomadic geographic numbers.

43. The Integrated Public Number Database

43.1 The law requires us to give your telephone number and customer details to the **Integrated Public Number Database (IPND)**, a Commonwealth database maintained under the Telecommunications Act 1997. The details include your name, your service address, whether the service is residential, business, government or charitable, the type of service, and your directory listing preference.

43.2 Information in the IPND is used to:

- (a) publish public number directories and provide directory assistance services — but only if you choose a listed entry;
- (b) **give your name and location to emergency service organisations when you call 000, 112 or 106, whether or not your number is listed, and whether or not you have calling number display blocked**;
- (c) assist law enforcement and national security agencies; and
- (d) for approved research and other purposes the law permits.

43.3 For each primary voice service you may choose a **listed entry** or an **unlisted entry**. Tell us which you want; if you do not tell us, we will record the service as unlisted.

43.4 **It is important that your IPND details are accurate and up to date, because emergency services rely on them.** Tell us promptly if your name or service address changes. Only we can change your IPND record.

44. NBN services

44.1 Before you take an NBN plan we will give you, or direct you to, the **Key Facts Sheet** for that plan. It sets out the typical busy period download speed you can expect, what the plan can support, and the technical limitations of the service.

44.2 Speeds depend on the network technology at your premises, the equipment and cabling inside your premises, your in-premises wiring, your Wi-Fi, the number of devices you have connected, and the performance of the services you are reaching. The maximum speed of a speed tier is available only in off-peak periods, and on some technologies your line may not be capable of it. We will tell you the typical busy period download speed for a fixed-line plan.

44.3 **Migration and continuity.** If you are moving to the NBN, do not cancel your existing service until your NBN service is working. Where we are responsible for reconnecting a legacy service, we will tell you the reconnection timeframes and the fees before we ask for your consent, and where we offer you an interim service instead we will tell you what it does and does not do, the timeframes, and the charges — which will not exceed what you would have paid for the NBN service for the same period.

44.4 Where we supply a legacy service during a migration and it includes voice telephony, we will make sure you can keep using your existing telephone number at the same address, if the number is portable and you have the rights of use — unless you tell us you want to give the number up.

44.5 **If your NBN service is not working.** If 23 working days pass after we become aware that your migration was unsuccessful, or that your service is not operational, and it is still not operational, we will prepare a plan within 2 working days and send it to you within a further 2 working days. The plan will tell you the timeframe for the remedial work, any compensation we will offer, and who to contact for updates — and on request, the cause and the steps to fix it. If a further 20 working days pass and the service still is not operational, we will arrange a technical audit within 10 working days. We do not have to prepare a plan or arrange an audit where we determine on reasonable grounds that the cause is on your side of the network boundary, or where NBN Co has not completed remediation work it needs to do.

45. Outages

45.1 Networks fail sometimes. We do not warrant that a service will be continuous or fault-free, although your rights under clause 51 apply.

45.2 If there is a major outage or a significant local outage affecting your service, we will as soon as practicable try to notify you by **email, SMS or app**, and make information publicly available on our website and through our contact centre. Where the outage is caused by a natural disaster, we will publish the information on our website — we may not be able to contact you individually. We will tell you what we know about the scale, the cause, the areas and services affected, when we will next update you, and when we expect the service to be restored. We will keep updating you until the service is restored, and tell you when it is.

45.3 During a major outage we will, as far as reasonably practicable, make available a contact channel that lets you speak to or chat with a person in real time or near real time for urgent assistance. Those channels are published at rwts.com.au/contact.

45.4 **Notification depends on the contact details we hold for you.** Keep them current (clause 28).

45.5 We publish a link on our website to the outage register of each carrier whose network we use, so you can see current and past outages on those networks.

45.6 An outage notification, a restoration estimate or an entry in an outage register is information, not a promise. It is not a service level, a warranty of restoration time, or a representation about the future performance of a service.

45.7 If you have a complaint about an outage, clause 58 explains how we handle it.

46. Scams, unwanted communications and identity

46.1 We take steps required by law to reduce scam calls and scam SMS, including tracing and blocking numbers found to be originating scam traffic. If we block a number in error we will unblock it.

46.2 We publish current guidance about scam risks, how to protect yourself, tools that can help block unwanted calls and messages, and what to do if you have been scammed, at rwts.com.au/legal. If you lose money to a scam, contact your financial institution immediately and report it at scamwatch.gov.au.

46.3 If you receive a life-threatening or unwelcome call, tell us. We have procedures for handling those calls and we will help you, including by working with the police where appropriate.

46.4 We are a member of the **Australian Financial Complaints Authority** scheme for the purposes of the Scams Prevention Framework, in addition to our membership of the Telecommunications Industry Ombudsman scheme. Clause 58.3 explains which scheme handles what.

47. Law enforcement, interception and data retention

47.1 The law requires us to **retain certain telecommunications data about your services for at least two years** — including your subscriber and account details, and the source, destination, date, time, duration and type of your communications and the location of the equipment used. **We are not required to retain, and we do not retain under those laws, the content or substance of your communications, or your web browsing history.** We must keep that data encrypted and protected against unauthorised access.

47.2 We may be required by law to disclose information about you and your services, and to intercept or give access to communications, to law enforcement, national security and other enforcement agencies, under the Telecommunications (Interception and Access) Act 1979, the Telecommunications Act 1997 (including sections 280, 313 and 315) and other laws. **Where we are required to do so, we are often prohibited by law from telling you.**

47.3 Your details are also available to emergency service organisations and enforcement agencies through the IPND (clause 43).

47.4 Where the law permits us to tell you about a disclosure, we will use reasonable endeavours to do so.

47.5 Our Privacy Policy at rwts.com.au/legal/privacy-policy explains how we handle your personal information more generally.

48. Service standards for your service

48.1 The connection times, fault repair times and appointment commitments that apply to your service are set out in your order, the Service Description and the Critical Information Summary for that service. Where we commit to a timeframe, clause 51 applies to it, and clause 52.3 applies to any service credit.

48.2 **NBN services** are also covered by the standards the Australian Communications and Media Authority makes for NBN migration and continuity of service. Clauses 44.3 to 44.5 set out what those standards require us to do about keeping you connected during a migration, keeping your telephone number, and getting you working again if your NBN service does not come up.

48.3 **We do not ask you to give up any statutory protection.** We do not ask you to sign a Customer Service Guarantee waiver, and this agreement does not contain one. If a performance standard is made or remade under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 and applies to a service we supply you, we will comply with it, we will give you the information it requires us to give you, and clause 5.1 applies.

48.4 We do not offer a "no interruption" or "always available" service and we do not warrant that a service will be continuous or fault-free. That does not limit clause 51, clause 45 or anything in clause 48.3.

49. Priority assistance

49.1 **We do not offer priority assistance.** Priority assistance is a service for people whose life may be at risk without a working telephone service, and it provides faster connection and fault repair.

49.2 If you or someone at your premises has a diagnosed life-threatening medical condition and may need priority assistance, **please tell us before you order, and consider taking your telephone service from a provider that offers it** — Telstra is required to offer priority assistance. We will tell you this before you take a voice service from us, and we will help you understand your options.

50. Accessibility

50.1 If you have a disability, or need help using a service, tell us. Information about products and features designed to assist people with a disability, and about the National Relay Service, is published at rwts.com.au/legal and available from us free of charge.

50.2 You can contact us through the National Relay Service at accesshub.gov.au/nrs, and we can arrange an interpreter.

Part H — If something goes wrong

51. Consumer guarantees

51.1 **Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.**

51.2 These guarantees apply to the equipment we sell you, to the services we perform for you, and to the telecommunications services we supply you. They apply whether you are a consumer, an individual, a sole trader, a business or a not-for-profit, wherever the law says they do.

51.3 You do not have to go to a manufacturer or to a carrier first. You do not have to return goods in their original packaging. You do not need to claim within any particular period we set. If you are entitled to a refund, we will give you a refund — not a credit note — unless you ask for a credit note. **If goods cannot be returned to us without significant cost to you because of the nature of the failure, or because of their size, height or the way they are attached, we will collect them at our expense.**

51.3A **How to claim, when to claim, and who pays.** To make a claim, contact us on 1300 798 718 or at support@rwts.com.au, or write to us at Unit 12/2 Eden Park Drive, Macquarie Park NSW 2113. Any warranty, service level or support commitment we give you covers a defect that appears within the period stated in your order, the Service Description or the relevant warranty document, and if no period is stated there, within **12 months** of the supply. **We bear the cost of assessing and honouring a claim, including the cost of collecting and returning goods.** If you incur an expense in making a claim, tell us and we will reimburse you for the reasonable amount. These are the periods and arrangements that apply to the commitments we give — **your rights under the Australian Consumer Law are not limited to any period we set, and clause 51.1 applies.**

51.4 Where the law allows us to limit our liability for failing to comply with a guarantee — which is only for goods or services that are **not** of a kind ordinarily acquired for personal, domestic or household use, and never for the guarantees as to title, undisturbed possession or undisclosed securities — our liability is limited, at our option, to:

- (a) for goods: replacing them, supplying equivalent goods, repairing them, or paying the cost of doing any of those things; and
- (b) for services: supplying the services again, or paying the cost of having them supplied again.
- **Clause 51.4 does not apply where it would not be fair or reasonable for us to rely on it**, and does not apply at all where the law does not permit the limitation.

51.5 If we give you a warranty against defects, clause 34.4 applies to it. Any warranty, service level or support commitment we give you is **in addition to** your rights under the Australian Consumer Law.

52. Faults and service levels

52.1 Report faults to us on 1300 798 718 or at support@rwts.com.au. Support contact details and hours for each service are in the Service Description.

52.2 We will use reasonable endeavours to investigate and repair a fault. Where a service level, response target or restoration target applies, it is set out in your order, the Service Description or the Critical Information Summary.

52.3 Where a service credit applies, **we will apply it automatically based on our own monitoring**. You do not have to claim it, and there is no window in which you must claim it. If you think a credit should have applied and it has not, tell us and we will investigate.

52.4 Our fault repair obligations do not extend to a fault caused by an event outside our reasonable control, or to a planned outage of which we have given you notice. Nothing in this clause limits clause 51.

53. Our liability to you

53.1 **Clause 5 comes first.** Nothing in this clause 53 limits any liability we have that cannot lawfully be limited, including under the Australian Consumer Law, for death or personal injury caused by our negligence, or for fraud.

53.2 Subject to clauses 5 and 53.1, neither of us is liable to the other for loss of revenue or profit, loss of anticipated savings, loss of business or goodwill, or any indirect or consequential loss, however it arises.

53.3 Subject to clauses 5 and 53.1, our total liability to you arising out of or in connection with this agreement is limited, in aggregate, to the greater of:

- (a) the charges you have paid us for the affected service in the 12 months before the event giving rise to the liability; and
- (b) $1,000,
- or any higher amount stated in your order.

53.4 **Data.** Where backup is part of a service you have bought from us, we are responsible for a failure to provide it. Otherwise, and subject to clauses 5 and 53.1, we are not liable for loss of or damage to your data, and clause 38 applies.

53.5 Our liability is reduced to the extent that you, or someone using a service through you, caused or contributed to the loss. We are not liable for a fault or loss to the extent it is caused by:

- (a) equipment, cabling or software in your control that we did not supply;
- (b) your failure to comply with this agreement; or
- (c) a service that we do not supply to you under this agreement.

53.6 **We do not exclude liability for the acts or omissions of our own personnel, subcontractors or suppliers.** Where a carrier or supplier we have engaged causes a loss for which we are liable to you, that liability is ours and clause 53.3 applies to it.

53.7 There is **no contractual time limit** on your bringing a claim against us. The limitation periods set by law apply.

54. Your liability to us

54.1 You are liable to us for the charges for your services, and for loss or damage to our equipment to the extent clause 32.5 says you are.

54.2 **Indemnity.** You indemnify us against loss, damage and reasonable costs (including reasonable legal costs) that we suffer as a result of a **third party claim against us** to the extent the claim arises from:

- (a) your breach of clause 26 (acceptable use and online safety);
- (b) your unlawful or negligent act or omission, or that of someone using a service through you; or
- (c) the transmission or storage, using a service, of material that is unlawful, fraudulent or infringes a third party's intellectual property rights.

54.3 This indemnity **does not** apply:

- (a) to the extent we, our personnel, our subcontractors or our suppliers caused or contributed to the loss;
- (b) to loss we could reasonably have mitigated but did not; or
- (c) to indirect or consequential loss.

54.4 Your liability under clause 54.2 is capped at the same amount as our liability under clause 53.3, except where the claim arises from your fraud or from your deliberate breach of clause 26.

54.5 We must tell you promptly about any claim we want to rely on this indemnity for, let you participate in defending it, not settle it without your consent, and take reasonable steps to mitigate the loss.

54.6 **You are not liable for:**

- (a) unauthorised use of a service that did not result from your failure to comply with clause 27, or that clause 27.3 says you are not responsible for;

- (b) charges arising from our error, or from an error or failure in our systems or in a carrier's systems; or
- (c) anything arising from an event outside your reasonable control.

55. Events outside our control

55.1 Neither of us is liable for a delay or failure to perform an obligation (other than an obligation to pay money already due for a service already supplied) caused by an event outside our reasonable control — including fire, flood, storm, earthquake or other natural event, pandemic, war, terrorism, civil disorder, industrial action other than involving only our own staff, a power failure, a change in law, or an act, omission or equipment failure of a third party including a regulator or a carrier.

55.2 The affected party must tell the other as soon as practicable, with reasonable detail of the cause and what it proposes to do, and use reasonable endeavours to reduce the effect. It is excused from the affected obligations while the event continues.

55.3 **If an event outside our control prevents us supplying a service to you for more than 10 consecutive days, you may cancel the affected service immediately, at no charge, and we will refund the unused part of anything you have pre-paid.** We may also cancel or suspend the affected service in that situation, on as much notice as we can reasonably give, and we will refund the unused pre-paid amount.

Part I — Complaints

56. Complaining to us

56.1 **You have a right to make a complaint.** We want to hear it.

56.2 You can complain:

- (a) by phone on **1300 798 718** — you will be able to speak to a person who deals with complaints, and if you reach an automated menu, an option to speak to complaints personnel will be in the first set of options;
- (b) by email to **complaints@rwts.com.au**;
- (c) online at **rwts.com.au/complaints**; or
- (d) by post to The Complaints Officer, Real World Technology Solutions Pty Ltd, Unit 12/2 Eden Park Drive, Macquarie Park NSW 2113.
- If you are deaf or have a hearing or speech impairment, you can reach us through the **National Relay Service** at accesshub.gov.au/nrs. You can nominate someone to complain on your behalf.

56.3 **Complaining is free.** We will never charge you for making or handling a complaint.

56.4 Our **Complaints Handling Policy** at rwts.com.au/legal sets out our process in full — how we acknowledge, assess, investigate, decide, implement and close a complaint, how we prioritise and escalate, how we handle urgent complaints, and how you can take your complaint further. In summary:

- (a) we acknowledge your complaint **immediately** if you contact us by phone, live chat or in person, and **within 2 business days** if you contact us by email or post, and we give you a **reference number** and tell you how to track it;

- (b) we will confirm a proposed resolution **within 10 business days**;
- (c) for an **urgent complaint** — including one from a customer in financial hardship, one where disconnection is imminent or has happened without due process, one involving priority assistance, or one from a person affected by domestic, family or sexual violence who indicates a threat to their safety — we will confirm a proposed resolution and, if you accept it, implement it **within 2 business days**;
- (d) we will complete everything needed to implement an agreed resolution **within 5 business days**, and confirm in writing that your complaint is resolved **within 5 business days** of finishing our investigation;
- (e) we will only close your complaint with your consent, or in the limited circumstances our policy describes; and
- (f) if we cannot meet one of these timeframes, we will tell you before it expires, explain why, tell you the new timeframe, and where the delay is significant tell you how to take the matter to the Ombudsman.

56.5 If you tell us you are unhappy with how long we are taking, or with our progress or our proposed resolution, or you ask what else you can do, **we will tell you within 24 hours** about our escalation process and about the Telecommunications Industry Ombudsman. We will escalate at your reasonable request.

56.6 If your complaint is not resolved within **30 calendar days**, we will tell you about the Ombudsman on the next business day.

56.7 **While your complaint is open we will not** commence legal proceedings against you about the same subject matter — and we will not do so for 7 business days after we tell you the outcome, or at all while the Ombudsman is investigating it.

57. The Telecommunications Industry Ombudsman

57.1 **If you are not satisfied with how we have handled your complaint, you have a right to take it to the Telecommunications Industry Ombudsman, which is a free and independent service.**

57.2 You can contact the TIO:

- **Phone:** 1800 062 058 (8am–8pm Monday to Friday AEST)
- **Website:** www.tio.com.au
- **Email:** tio@tio.com.au
- **Post:** PO Box 276, Collins Street West VIC 8007

- The TIO can arrange Auslan and language interpreters. The TIO is not an emergency service.

57.3 We ask that you give us a reasonable opportunity to resolve your complaint first, but that is not a condition of your right to go to the TIO.

57.4 **We will not cancel your service because you were unable to resolve a complaint with us and took it to the Telecommunications Industry Ombudsman or to another external dispute resolution scheme.**

58. Outage complaints, and scam complaints

58.1 We have a separate process for complaints about network outages, approved by our most senior responsible executive and published with our Complaints Handling Policy. If you report a service outage and tell us you want it treated as a complaint, or if your report meets the criteria in that process, we will handle it as a network outage complaint and acknowledge and resolve it within the timeframes the process sets out.

58.2 An initial call to report a fault or ask for support is not a complaint unless you tell us you want it treated as one — but you can always tell us that, and we will.

58.3 **Which scheme handles what.** The **Telecommunications Industry Ombudsman** handles complaints about your telephone and internet services. The **Australian Financial Complaints Authority** handles complaints under the Scams Prevention Framework about scams, where the matter complained about occurred on or after 31 March 2027. If you are not sure which to go to, either scheme, or we, will point you in the right direction.

59. Other disputes

59.1 For a dispute that is not a complaint of the kind dealt with above — for example a commercial dispute about a project — either of us may give the other written notice, and we will try in good faith to resolve it within 20 business days.

59.2 If we cannot, either of us may take the matter to court. Nothing in this clause prevents either of us seeking urgent injunctive relief, prevents you going to the Ombudsman or another scheme, or prevents us recovering an undisputed overdue amount.

59.3 **This clause does not require you to arbitrate, does not require you to bear our costs, and does not limit any right you have to bring proceedings in any court that would otherwise have jurisdiction.**

Part J — Help if you are having difficulty

60. Payment difficulty and financial hardship

60.1 **If you are having trouble paying, tell us as early as you can.** Call **1300 798 718** (Monday to Friday, 9:00am to 5:00pm Sydney time) or email **accounts@rwts.com.au**. You can tell us in your own words — there is no form you have to use, and someone can do it for you.

60.2 **Our Payment Assistance Policy, published at rwts.com.au/legal, is the current statement of how this works** and is linked directly from our home page. It sets out who can apply, what financial hardship means, how to apply and who can apply on your behalf, what we may ask you for, how and how quickly we assess an application, the assistance options we offer, how an arrangement is agreed and reviewed, and how to complain or ask for a review. A summary and an application form are on the same page. We do not repeat that detail in this agreement, so that the policy stays the single current source.

60.3 **What this agreement commits us to, whatever the policy says from time to time:**

- (a) **payment assistance is free** — we will not charge you to apply for it, to be assessed for it, to enter into an arrangement, or for administering one;

- (b) **while you are discussing payment assistance with us, while your application is being assessed, or while an arrangement is in place, we will not take credit management action against you** — we will not restrict, suspend or disconnect your service, charge you a late fee, refer the debt to a collection agency, sell the debt, or report a default;
- (c) **before we take credit management action** we will take all reasonable steps to work out whether you are in financial hardship, and if you are, we will offer you suitable assistance and take all reasonable steps to keep your service connected;
- (d) if an arrangement breaks down, **we will try to reach you first** — at least three times, on separate business days, over no more than 10 calendar days, using at least two different methods, at least one of them in writing, and that written contact will tell you that we propose to take credit management action;
- (e) **suspension or disconnection is a last resort**, and we will give you at least **10 business days' written notice** before either, telling you what we will do, when, why, all the charges that may apply, the effect on your other services, and who to contact — including the Telecommunications Industry Ombudsman and free financial counselling services; and
- (f) **we will not sell your debt** while paragraph (b) applies or while we are reviewing an arrangement.

60.4 Free, independent financial counselling is available from the **National Debt Helpline on 1800 007 007** and at ndh.org.au. Our Payment Assistance Policy lists other services.

61. Family and domestic violence, and sexual violence

This clause is our statement about how we support customers and users affected by domestic, family or sexual violence. It sits in these terms deliberately, so that it binds us. Our **Family and Domestic Violence Fact Sheet**, published at rwts.com.au/legal and linked directly from our home page, explains the same things in a shorter, more practical form and lists the support services you can contact.

61.1 **We have procedures and policies in place to protect the safety of people affected by domestic, family or sexual violence**, including how we handle your personal information, who inside our business can see it, how we authenticate you, and how we train our people.

61.2 **We are committed to keeping you connected.** In particular:

- (a) if you tell us you have a concern for your safety, or the safety of your children, we will **reverse a restriction, suspension or disconnection of your service as a matter of urgency**;
- (b) if reversing it is not practical, **we will offer you an equivalent service**; and
- (c) we will take all reasonable steps to keep your service working while we sort anything else out.

61.3 **We recognise that domestic, family or sexual violence can be the reason a person cannot pay**, and that if you are affected you may be entitled to payment assistance under clause 60. You do not have to be in arrears, or in hardship, to ask us for help under this clause.

61.4 **We will not ask you for evidence.** You do not need to give us a police report, an apprehended violence order, a statutory declaration, a letter from a support service or anything else to get help under this clause.

61.5 **Your safety comes before our process.** If our usual identity checks, account authority rules or notification practices would put you at risk — for example by sending correspondence to an address you no longer live at, or by requiring the authority of another account holder — tell us and we will find another way. Clause 11.5 applies.

61.6 **How to reach us.** You can ask for help under this clause:

- (a) by phone on **1300 798 718** and asking to speak to someone about family violence support — this connects you to a person;
- (b) by asking for a callback at a safe time through the form at rwts.com.au/support; or
- (c) by email to **support@rwts.com.au**.
- Our people are available during business hours, and we will agree a safe time and a safe way to contact you back. Tell us if it is not safe for us to call, email or write to you at a particular number or address.

61.7 **If a service is in someone else's name.** If you are affected by violence and the service you rely on is in the name of another person, tell us. We will do what we can within the law to help you keep a working service, including helping you set up a service in your own name, and we will handle the request carefully.

61.8 **Specialist support. 1800RESPECT** — 1800 737 732, or 1800respect.org.au — is the national domestic, family and sexual violence counselling, information and support service, available 24 hours a day. In an emergency call **000**. Our Fact Sheet lists further services.

61.9 **Privacy.** We treat information you give us under this clause as sensitive. We restrict who can see it, we will not disclose it to another person on your account without your agreement unless the law requires us to, and if it is ever accessed or disclosed without authorisation we will tell you and the Australian Communications and Media Authority within 2 days of becoming aware.

61A. Other vulnerable circumstances

61A.1 If you are in a vulnerable circumstance for any reason — including illness, disability, age, language, literacy, financial difficulty, or a recent bereavement — tell us and we will do our best to help, including by using alternative ways to verify your identity (clause 11.5), by dealing with a support person you nominate (clause 11.1), and by giving you more time.

Part K — Suspending, cancelling and ending services

62. Your right to end a service or this agreement

62.1 **You may cancel any service, or this agreement, at any time by telling us** — by phone, in writing, or through the customer portal. Cancellation takes effect on the date you ask for, or if you do not ask for a date, at the end of the period you have already paid for. We will refund the unused part of anything you have pre-paid under clause 24. If your service has a minimum term that has not finished, clause 66 explains whether a cancellation charge applies.

62.2 You may cancel **immediately and at no charge**, and we will refund the unused part of anything you have pre-paid, where:

- (a) we have materially breached this agreement and not fixed it within 10 business days of you telling us about it, or the breach cannot be fixed;
- (b) we have made a change that materially disadvantages you (clause 7.4);
- (c) we are changing the carrier or wholesale network in a way that materially disadvantages you (clause 39.3);
- (d) an event outside our control has prevented us supplying the service for more than 10 consecutive days (clause 55.3);
- (e) we sell our business or reorganise, or otherwise transfer your service to another provider, in a way that materially adversely affects your service or its price;
- (f) you are exercising a right under the Australian Consumer Law; or
- (g) you are within a cooling-off period (clause 12 and Schedule 2); or
- (h) an administrator, liquidator, receiver or controller is appointed to us.

62.3 Cancelling one service does not cancel your other services unless you tell us it should.

63. When we may suspend a service

63.1 We may suspend a service, or restrict what you can do with it, only where:

- (a) an undisputed amount is overdue and we have followed clause 65;
- (b) we reasonably suspect fraud, or unauthorised or unlawful use of the service;
- (c) we reasonably need to in order to protect the safety of a person, or the security or integrity of a network, system or service, or to respond to an emergency;
- (d) we are required to by law, by a regulator, by a court, or by a lawful direction of a carrier;
- (e) you have materially breached clause 26 (acceptable use and online safety), 27 (security) or 30 (your equipment);
- (f) an event outside our reasonable control prevents us supplying the service; or
- (g) you ask us to.

63.1A A service stopping because its pre-paid balance has run out (clause 15.4(e)), or chargeable usage being barred because a usage credit limit you have accepted has been reached (clause 15.6(g)), is not a suspension under this clause, and the notice periods in clause 65 do not apply to it. **Clauses 22.4, 60.3(b) and 61.2 always apply**, and we will not bar chargeable usage under clause 15.6(g) while you are discussing payment assistance with us, while an application is being assessed, or while an arrangement is in place — unless you ask us to.

63.2 We will give you notice before we suspend, in accordance with clause 65, **except** where we need to act immediately for a reason in clause 63.1(b), (c) or (d) — in which case we will tell you as soon as practicable afterwards, and explain why.

63.3 A suspension will be no broader and no longer than reasonably necessary. **We will not charge you recurring charges for a service while it is suspended**, unless you asked for the suspension. We will restore the service promptly once the reason for the suspension has been resolved, and **we will not charge you a reconnection fee where the suspension resulted from our mistake**.

63.4 If you ask us to, we will review a decision to restrict, suspend or disconnect a service and tell you the outcome. If we cannot complete the review while you are on the phone, we will tell you when we will. If you are still not happy, we will tell you how to make a complaint.

64. When we may cancel a service or this agreement

64.1 We may cancel a service, or this agreement, on written notice where:

- (a) you have materially breached this agreement and not remedied the breach within **10 business days** of us giving you written notice asking you to, or the breach cannot be remedied;
- (b) an undisputed amount has been overdue for more than 30 days and we have followed clause 65;
- (c) you are insolvent, an administrator, liquidator, receiver or controller is appointed to you, or you enter into an arrangement with your creditors other than for a solvent reconstruction;
- (d) we are required to by law or by a lawful direction; or
- (e) a carrier or supplier arrangement we rely on to supply the service ends, is suspended or is cancelled, and we cannot reasonably supply the service another way — in which case we will give you as much notice as we reasonably can, and refund the unused pre-paid amount.

64.2 We will not cancel a service because you made a complaint, or because you took a complaint to the Telecommunications Industry Ombudsman or another external scheme.

64.3 We will not cancel a service for non-payment while clause 22.4 or clause 60.3(b) applies.

65. Notices before we restrict, suspend or disconnect

65.1 Before we restrict, suspend or disconnect a service for credit or debt management reasons, we will give you **at least 5 business days' notice** — or **at least 10 business days' notice** where clause 60.3(e) applies. Where both apply, the longer period applies.

65.2 We do not have to give notice first where we reasonably suspect fraud or attempted fraud, or where you have reached a spend limit or restriction point you nominated. In either case we will tell you as soon as practicable afterwards and explain why. Clauses 22.4, 60.3(b) and 61.2 always apply.

65.3 A notice of restriction or suspension will tell you the earliest date we could act, its date of issue, any charges that will still apply while the service is restricted or suspended, how to get our Payment Assistance Policy and the contact details for payment assistance, and the effect on your other services.

65.4 **A notice of disconnection will be a separate notice, not just a statement or invoice.** We will send it to you, and to any guarantor, before we disconnect. It will tell you the earliest date we could disconnect, that after disconnection your plan, product or telephone number may no longer be available, the effect on your other services, the consequences of non-payment — including that a default may be disclosed to a credit reporting body, a collection agency or a debt buyer and may appear on your credit file — how to get our Payment Assistance Policy, that the debt may be passed to a collection agency or debt buyer, and that legal action may be taken.

65.5 If we tell you something important about restriction, suspension or disconnection verbally, we will make reasonable attempts to check that you have understood it, and we will use the method of contact most likely to reach you.

66. Cancellation charges

66.1 **You will not pay a cancellation charge** where:

- (a) your service is month to month, or its minimum term has finished;
- (b) you cancel under clause 62.2;
- (c) we cancel other than for a reason in clause 64.1(a), (b) or (c); or
- (d) the law entitles you to cancel.

66.2 Where a service has a minimum term and you cancel it before the end of that term for a reason not in clause 66.1, or we cancel it for a reason in clause 64.1(a), (b) or (c), you may have to pay a cancellation charge.

66.3 **A cancellation charge recovers what your early cancellation actually costs us, and nothing more.** It is made up of:

- (a) **what we remain liable to pay for that service for the rest of the minimum term.** Where we buy a service on a fixed term in order to supply it to you, or engage a person specifically to deliver it to you for that term, that cost continues whether or not you keep the service — disconnecting you does not release us from it;
- (b) **the margin we lose** over the rest of the minimum term — the difference between what you would have paid us and what the service costs us;
- (c) **any installation, connection, setup or build cost that a supplier reinstates, claws back or charges us** because the service ended early. For example, where a carrier waives a build charge on the basis of a minimum term and applies it in full if the service is cancelled during that term, we pass on the amount the carrier charges us. Where the supplier's charge reduces over the term, ours reduces by the same amount; where it does not, ours does not;
- (d) **any disconnection or cancellation charge a supplier imposes on us**, and any third-party licence or subscription for that service that we cannot cancel; and
- (e) **the unrecovered cost of any equipment or work we subsidised** at the start of the term, reduced in equal monthly steps across the minimum term.
- From the total we deduct **anything we actually save** because the service has ended. For some services that will be nothing, because our own commitment continues for the rest of the term.

66.3A **Some of these costs reduce as the minimum term runs down and some do not**, because that depends on what we ourselves are charged. Your order and the Critical Information Summary tell you which applies to your service, so you can work out the approximate charge at any point in the term. If you ask us at any time, we will tell you the amount as at that day, and explain how we worked it out — including what we remain liable to pay for the service.

66.4 The maximum cancellation charge for a service, and how it is calculated, is set out in your order and in the Critical Information Summary for the offer, so you can work out the approximate charge at any point in the minimum term. **If it is not stated there, no cancellation charge applies.** If you ask us, we will tell you the amount and explain how we calculated it.

67. What happens when a service ends

67.1 When a service ends:

- (a) we refund the unused part of anything you have pre-paid, under clause 24;
- (b) any amount you owe us that is due and undisputed becomes payable;
- (c) you must make our equipment available for return or collection, under clause 32.4;
- (d) you must stop using our confidential information and our software, and return or destroy our confidential information under clause 70; and
- (e) your rights of use of any telephone number on the service end — see clause 41.5. **If you want to keep a number, port it out before the service ends.**

67.2 We will keep your data for **30 days** after a service ends so you can retrieve it, and we will help you retrieve it or migrate it at our standard rates. After 30 days we may delete it, except where we are required to keep it by law (clause 47). Tell us before the service ends if you need longer.

67.3 On request, and for as long as we hold them, we will give you the records of your account and of your entry into this agreement — including the activation and expiry dates of a current service — in a clear and understandable format. Where we charge for retrieving records, the charge will not exceed the reasonable cost of finding, accessing, arranging and providing them, and we will not charge for records requested in a complaint, or requested by the Ombudsman or a regulator.

Part L — Privacy, credit information and confidentiality

68. Privacy

68.1 We handle your personal information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles, and our **Privacy Policy** at rwts.com.au/legal/privacy-policy. Our Privacy Policy explains what we collect, why, who we disclose it to, how you can access and correct it, and how to complain.

68.2 We also have obligations under Part 13 of the Telecommunications Act 1997, which restricts what we can disclose about your communications and your affairs.

68.3 If you give us personal information about someone else — for example an authorised representative, a site contact or a billing contact — you must have their authority to do so, and you must tell them that we hold their details, why, and where to find our Privacy Policy.

68.4 **Where we hold or process your data.** We and our suppliers may store, process and access your data in Australia and overseas, including in the United States, and we may use personnel outside Australia to support your services. We handle cross-border disclosure in accordance with Australian Privacy Principle 8 and our Privacy Policy, and we take reasonable steps to ensure our suppliers protect your information consistently with the Australian Privacy Principles. If you need your data held only in Australia, tell us before you order — we may be able to arrange it, and it may affect the price or availability of a service.

68.5 If either of us becomes aware of an eligible data breach affecting personal information handled under this agreement, we will tell the other promptly and work together in good faith to assess, contain and where required notify it.

68.6 **Marketing.** We will only send you marketing communications if you have opted in, and you can opt out at any time at no cost. We do not use credit information for marketing.

68.7 **Publicity.** We will not use your name or logo in our marketing, client lists or case studies without your prior consent, and you can withdraw that consent at any time.

69. Credit checks and credit reporting

69.1 **Where a service is paid in advance or runs on a pre-paid balance, no credit is involved at all** — we do not assess your credit, we do not obtain a credit report about anyone, and we do not report anything about your account to a credit reporting body.

69.2 **Where you have a usage credit limit under clause 15.6, that is credit**, because we let you use the service before you pay for it. That makes us a credit provider in relation to you, and where you are an individual, Part IIIA of the Privacy Act 1988 (Cth) governs how we handle credit information about you. In practice:

- (a) we do not normally obtain a credit report about you in order to give you a usage credit limit;
- (b) **we do not report a default on a usage credit limit to a credit reporting body** (clause 15.6(d)); and
- (c) any credit information we do hold about you is handled in accordance with our **Credit Reporting Policy** at rwts.com.au/legal.

69.3 **A credit check happens if you apply for credit terms** under clause 15.7, or if you or someone else offers to give a guarantee. We may also need to verify your identity (clause 11.3), which is a different thing and does not involve a credit report. If we need to obtain a credit report or make a credit enquiry, **we will tell you first, we will tell you which credit reporting bodies we deal with and where to find our Credit Reporting Policy, and where the law requires it we will obtain your consent in writing.**

69.3A **A consent can only be given by the person it belongs to.** Where you are a company or another organisation, agreeing to these terms does not give consent on behalf of a director, a guarantor or anyone else whose credit information is involved. We obtain that person's consent from them directly, in writing, at the time — it is never implied from your agreement to these terms.

69.4 Where you apply for credit terms, our **Credit Reporting Policy** at rwts.com.au/legal applies. That policy is the statement we are required to publish under section 21B(3) of the Privacy Act 1988 (Cth), and it contains our statement of notifiable matters. It sets out the credit reporting bodies we deal with, what credit information and credit eligibility information we collect and hold, what we use and disclose it for, how guarantees work, and how to access or correct that information or complain about it. We do not repeat that detail here.

69.5 **Default reporting.** If an amount you owe us under approved credit terms falls into default, we may report it to a credit reporting body or refer it to a collection agency or debt buyer — **but only**:

- (a) where the law permits it, which for an individual means the amount is at least **$150**, is at least **60 days overdue**, and we have given you the written notices the Privacy Act 1988 requires;

- (b) after giving you the notices described in clause 65.4; and
- (c) never where clause 21.2, 22.4 or 60.3(b) applies, and never in relation to a usage credit limit.
- **We do not disclose repayment history information about you to a credit reporting body**, because we are not a licensed credit provider. If we list a default in error, clause 22.6 applies and we will tell the credit reporting body within 1 business day.

69.6 **We do not ask you to consent to anything under this clause as a condition of a pre-paid service, and nothing in this agreement operates as your consent to a credit check by silence or inaction.**

70. Confidential information

70.1 Each of us must keep the other's confidential information confidential, use it only for this agreement, and protect it with at least reasonable care. This applies during and after the agreement.

70.2 This does not apply to information that is or becomes public other than through a breach, that the recipient already lawfully knew, that the recipient develops independently, that the recipient rightfully receives from someone else without a confidentiality obligation, or that the recipient is required by law to disclose.

70.3 Either of us may disclose the other's confidential information to our professional advisers, auditors and insurers on a need-to-know basis where they are under a confidentiality obligation.

70.4 On request, or when this agreement ends, each of us must return or destroy the other's confidential information, except for copies we are required to keep by law or that sit in routine backups, which stay subject to this clause.

70.5 Neither of us will make a public announcement about this agreement without the other's consent, except as required by law.

Part M — General

71. Notices

71.1 We will give you a notice under this agreement by email to the address you last gave us, by SMS to the mobile number you last gave us, by post to your last known address, by hand, or through the customer portal — except where a law requires a particular method, in which case we will use that method.

71.2 You may give us a notice by email to accounts@rwts.com.au (billing), support@rwts.com.au (service) or complaints@rwts.com.au (complaints), by post to Unit 12/2 Eden Park Drive, Macquarie Park NSW 2113, or by any other method we tell you we accept. For a cancellation or a complaint you may also tell us by phone.

71.3 A notice is taken to be received: if by hand, on delivery; if posted, 3 business days after posting; if by email or SMS, when sent, unless the sender receives an automated failure message. A notice received after 5pm, or on a day that is not a business day, is taken to be received at 9am on the next business day.

71.4 We will send notices in the way you have told us you prefer, where we reasonably can.

72. Transferring this agreement

72.1 You may not transfer your rights or obligations under this agreement without our consent, which we will not unreasonably withhold. In deciding, we may reasonably consider whether there is an unremedied breach, whether the person taking over is able to meet the obligations, and whether amounts owing have been paid.

72.2 We may transfer or novate this agreement, or assign our rights under it, to a related company or to a person who acquires all or substantially all of our business — **but if the transfer will or is likely to have a materially adverse effect on your service, its features or its price, we will tell you in writing before it happens, tell you the effect, and you may cancel the affected service without a cancellation charge and with a pro-rata refund. If you tell us you want to cancel, we will do it within 5 business days.**

73. Subcontractors and suppliers

73.1 We may use subcontractors and suppliers to perform our obligations. **If we do, we remain responsible to you for the services**, and clause 53 applies to their acts and omissions as if they were ours.

74. Set-off

74.1 Either of us may set off against an amount owed to the other any amount that is due, payable and undisputed, on giving reasonable prior notice.

75. Waiver, severability and variation

75.1 A failure or delay by either of us in exercising a right is not a waiver of it, and exercising it partly does not prevent exercising it again.

75.2 If a provision of this agreement is void or unenforceable, it is severed to that extent and the rest of the agreement continues.

75.3 Except where this agreement says otherwise (clause 7), this agreement may only be varied in writing.

75.4 Any provision that by its nature should survive the end of this agreement does so.

76. What this agreement includes

76.1 This agreement contains the terms on which we supply the services and equipment it covers, and supersedes any **earlier written agreement** between us about the same subject matter.

76.2 **Clause 76.1 does not affect, exclude or limit:**

- (a) any right or remedy you have under the Australian Consumer Law or any other law that cannot be excluded;
- (b) any liability either of us has for misleading or deceptive conduct; or
- (c) your ability to rely on a statement or representation we made to you before you entered into this agreement.

76.3 If we told you something before you signed up that turns out to be wrong, clause 13.4 applies and your legal rights are unaffected.

77. Other general terms

77.1 This agreement does not create a partnership, agency, joint venture or employment relationship, and neither of us may pledge the other's credit.

77.2 Each of us will comply with applicable laws, and with any registered industry code or standard that applies to us. Each of us will give the other the reasonable assistance the other needs to do so.

77.3 Each of us will comply with applicable sanctions and export control laws, and you must not use a service in breach of them.

77.4 Each of us bears our own costs of entering into this agreement.

77.5 This agreement is governed by the law of New South Wales, and each of us submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts that hear appeals from them. **This does not affect your right to bring proceedings in any court that would otherwise have jurisdiction, or to use any dispute resolution scheme available to you.**

77.6 This agreement may be signed or accepted electronically, and in counterparts.

78. Meaning of words

In this agreement:

authorised representative means a person you have listed on your account as having authority to deal with us on your behalf and whose personal information is recorded on your account (clause 11.1).

balance means an amount you hold with us in advance for a particular service, from which charges for that service are drawn (clause 15.4).

billing period means the period a bill covers, as stated in your order or on the bill.

business day means a day that is not a Saturday, Sunday or public holiday in New South Wales. Where an industry code or standard uses the term **working day**, that term has the meaning given in that instrument.

carriage service, carrier and carriage service provider have the meanings given in the Telecommunications Act 1997 (Cth).

charges means the charges for a service or for equipment, as set out in or provided for by your order, as varied under clause 7 or clause 19.

confidential information of a party means information about that party's business, customers, pricing, systems, security arrangements or technology that is disclosed to the other party in connection with this agreement, and either is marked or described as confidential when disclosed, or would obviously be understood to be confidential — but not information that is or becomes public other than through a breach of this agreement, that the recipient already lawfully knew, that the recipient develops independently, or that the recipient rightfully receives from someone else without a confidentiality obligation. Your data and your personal information are dealt with under clauses 37.2 and 68, not under clause 70.

consumer has the meaning given in the Australian Consumer Law where these terms refer to that law, and, where these terms refer to a telecommunications industry code or standard, the meaning given in that code or standard. Broadly, you are treated as a consumer for the purposes of the telecommunications rules in this agreement if you are an individual acquiring a service mainly for personal or domestic use, or a business or not-for-profit that did not have a genuine and reasonable opportunity to negotiate these terms and whose annual spend with us is $40,000 or less. **Because these terms are our Standard Form of Agreement, no customer who has not signed a Master Services Agreement with us has a genuine and reasonable opportunity to negotiate them.** For the purposes of clauses 60 and 61, **a not-for-profit organisation is a consumer regardless of its annual spend with us and regardless of whether it had an opportunity to negotiate these terms. Where we are unsure whether a protection applies to you, we will apply it.**

credit management action means any action we take in relation to a service to manage credit risk or collect an amount owing, including restricting, suspending or disconnecting a service, charging a fee, referring a debt, selling a debt, or reporting a default.

Critical Information Summary means the summary document we publish for each current offer, described in clause 6.1(a).

customer portal means the online account facility we make available to you.

equipment means physical equipment, including a router, handset, ATA, switch, server or cabling component, that we sell, rent or lend to you.

guarantor means a person who guarantees your obligations under this agreement (clause 23.5).

IPND means the Integrated Public Number Database maintained under the Telecommunications Act 1997 (Cth).

Key Facts Sheet means the document described in clause 6.1(b).

major outage and **significant local outage** have the meanings given in the Telecommunications (Customer Communications for Outages) Industry Standard 2024. Broadly, a **major outage** is an unplanned failure of a network that stops customers using a service, affects or is likely to affect 100,000 or more services or every service supplied on that network in a State or Territory, and lasts or is expected to last more than 60 minutes. A **significant local outage** is a smaller unplanned failure that affects at least 1,000 services in regional Australia for more than 6 hours, or at least 250 services in remote Australia for more than 3 hours.

Master Services Agreement means a written services agreement between you and us, signed by both of us, that we have negotiated with you and that states that it applies instead of these terms.

minimum term means the minimum period for which you have committed to take a service, as set out in your order.

order means an order for a service or equipment that you place and we accept, in any of the ways described in clause 9, including a quote of ours that you accept.

our equipment means equipment we own and provide to you for use with a service, and equipment we have sold you but not yet been paid for in full.

personal information has the meaning given in the Privacy Act 1988 (Cth).

published policy means a policy or terms we publish at rwts.com.au/legal that these terms refer a matter to, as updated from time to time in accordance with clause 7.8.

restrict or **restriction** means limiting what a service can be used for — for example barring outgoing calls to some destinations, or capping speed — while leaving the service connected. **Suspend** means stopping the service from working, while keeping it connected to the network. **Disconnect** or **cancel** means ending the service.

service means a service we supply you under this agreement, including a telecommunications service, an IT support or managed service, and professional services.

Service Description means the document we publish at rwts.com.au/legal describing a service and the additional terms that apply to it.

telecommunications service means a carriage service we supply you, including voice (VoIP, SIP and hosted PBX), internet and data services.

TIO means the Telecommunications Industry Ombudsman, operated by Telecommunications Industry Ombudsman Limited (ABN 46 057 634 787).

usage credit limit means an amount of usage you may incur in a month before you pay for it, where we have given you one under clause 15.6.

Interpretation. Headings are for convenience only. The singular includes the plural. "Includes" and "including" are not words of limitation. A reference to a law, code or standard includes any instrument that amends or replaces it. A reference to a person includes a company, trust, partnership or other entity. A reference to dollars is to Australian dollars. If a word is defined, its other grammatical forms have a corresponding meaning. Examples and notes in italics are there to help you and do not limit the clauses they relate to.

Schedule 1 — Standard charges

These are the standard charges that may apply under this agreement. Amounts shown exclude GST; if you are an individual acquiring a service mainly for personal or domestic use, we will show you the amount including GST before you incur it. We will always tell you the amount, or how it is worked out, before we charge it.

Late payment fee	$15	An undisputed amount is overdue and clause 22.4 does not apply	Our reasonable cost of following up the amount
Missed appointment or incorrect callout	$290	Clause 13.3 or clause 19.5(b) — you or someone you nominated is not there for a confirmed appointment, the site is not ready, or the information you gave us was materially incomplete or inaccurate	The amount the carrier charges us, passed through at cost. This is currently the nbn standard charge of $290. If that charge changes, we pass on the new amount and tell you before you incur it

After-hours work	$320 per hour	Work you ask us to do outside business hours (clause 19.5(a)), agreed in advance under clause 15.5	Cost-reflective hourly rate
Standard time-and-materials rate	$220 per hour	Work not covered by a support block, a fixed price or a project quote, agreed in advance under clause 15.5	Standard hourly rate
Restocking fee — change of mind returns	20% of the price you paid	Clause 31.6 only — unused equipment in original condition returned within 14 days because you changed your mind. Never applies where you return goods because of a problem with them, where you exercise a right under the Australian Consumer Law, or during a cooling-off period	The restocking charge our supplier applies to us when we return the goods to them, currently 20% of the price. If that changes we pass on the new amount
Delivery and freight	From $25	Delivery of equipment	The actual amount is quoted in your order before you pay
Equipment replacement value	As stated in your order	Clause 32.4 or clause 32.5	Replacement cost
Billing records older than 24 months	$50 per request, or our reasonable cost of providing them if that is less	Clause 20.3	The reasonable cost of finding, accessing, arranging and providing the information. Records for the previous 24 months are always free through at least one medium
Cancellation charge	Worked out under clause 66.3; the maximum is stated in your order and in the Critical Information Summary	Clause 66.2	What we remain liable to pay for the service over the rest of the minimum term, plus the margin we lose, plus any setup or build cost a supplier claws back, plus any supplier cancellation charge and unrecovered subsidy — less anything we actually save

Payment method charges are not listed here. They are in our **Billing and Payment Options** at rwts.com.au/legal, which we keep current, and at least one way to pay is always free of any charge imposed by us.

We do not charge: interest on overdue amounts; any fee to apply for, be assessed for, enter into or administer payment assistance; any fee for making or handling a complaint; any fee for an identity verification message or notification; any fee for a balance, allowance or spend notification; a reconnection fee where the suspension or disconnection was our mistake; a fee for records requested in a complaint or by the Telecommunications Industry Ombudsman or a regulator; or a fee for the first way we offer you to pay.

Schedule 2 — Your cooling-off rights

This Schedule applies where your agreement with us is an unsolicited consumer agreement under Division 2 of Part 3-2 of the Australian Consumer Law — broadly, where we contacted you by telephone, or in person somewhere other than our business premises, and you had not asked us to contact you about those particular goods or services. It does not apply where you contacted us, or where you asked us to call you about the goods or services you then bought.

Important Notice to the Consumer

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

If this Schedule applies, we give you these documents separately

Because the law requires the notice above to appear **on the front page of the agreement document, signed and dated by you**, and requires a separate cancellation notice in the approved form to be attached to it, we do not rely on this Schedule alone. Where your agreement is an unsolicited consumer agreement we will give you, within 5 business days of the agreement being made (or immediately if you signed in person):

- an **agreement document** whose front page carries the notice above in the most prominent text in the document, with a line for your signature and the date you signed;
- a **cancellation notice in the approved form**, which you can fill in and send to us; and
- this Schedule, as the information about your termination rights and about what we must not do during the cooling-off period.

Our details for a cancellation notice: Real World Technology Solutions Pty Ltd, ABN 74 101 234 664, Unit 12/2 Eden Park Drive, Macquarie Park NSW 2113 (this is a street address, not a post box) · telephone 1300 798 718 · email accounts@rwts.com.au.

How to cancel

- You can cancel **orally or in writing**. You do not need to give a reason, and there is no particular form of words you have to use.
- You can tell us by phone on **1300 798 718**, by email to **accounts@rwts.com.au**, by post to Unit 12/2 Eden Park Drive, Macquarie Park NSW 2113, or by using the cancellation notice we gave you with your agreement.

- If you post your notice, it takes effect **when you post it**.
- Your cancellation is effective even if we have not received your notice, and even if the goods or services have already been used.

What happens if you cancel

- The agreement is treated as having been cancelled by mutual consent, and any related guarantee or other instrument is void.
- **We must refund everything you have paid us immediately** once you tell us you are cancelling.
- **We cannot charge you a cancellation fee, an administration fee or a restocking fee**, and we cannot take any action to recover an amount from you or list you on any debtors' or defaulters' list.
- If you have goods, you need to return them, or tell us where we can collect them, within a reasonable time. If you tell us where to collect them and we do not collect them within 30 days, they become yours.
- You are only liable for damage or depreciation to goods if you cancel after the first 10 business days and you did not take reasonable care of them — and never for damage or depreciation caused by normal use or by something outside your control.
- If a longer cooling-off period applies and we supplied you a service after the first 10 business days and before you cancelled, you remain liable to pay for that service.

What we must not do during the cooling-off period

During the 10 business day cooling-off period we must not supply the goods or services, and we must not ask for or accept any payment or other consideration for them. Because everything we supply is pre-paid, this means we will not take your payment and will not start your service until the cooling-off period has ended. We will tell you the date that happens.

Longer cooling-off periods

If we did not do everything the law requires when we contacted you or made the agreement, your cooling-off period is longer — **3 months** if we contacted you outside permitted hours, did not disclose our purpose and identity properly, or did not leave when asked; and **6 months** if we did not tell you about your cancellation rights properly, the agreement did not contain everything it should have, or we supplied or took payment during the cooling-off period.

You cannot be asked to give these rights up

Nothing in this agreement excludes, limits or modifies these rights, and we will not ask you to waive them. If any term of this agreement purported to do so, it would be void.