

Telecommunications Customer Terms and Conditions

Business mobile, mobile broadband, internet, nbn®, fixed wireless, enterprise connectivity, voice and related telecommunications services

Legal entity	Green Triangle Electronics Pty Ltd
ABN	43 008 187 497
Effective date	1st July 2026
Applies to	Customers and authorised users of Green Triangle Electronics Pty Ltd (GTE) telecommunications, internet, voice, mobile and related services.
Contact	(08) 8724 2222 policies@gte.com.au gte.com.au

About these terms

These Telecommunications Customer Terms and Conditions are GTE's standard terms for telecommunications services. They are intended to operate as a Standard Form of Agreement where permitted by law.

A customer does not need to sign this document for it to apply. The customer accepts these terms by signing or accepting a quotation or Service Order, approving an order electronically, asking GTE to commence provisioning, or using a Service after receiving or being given access to these terms.

The commercial details for each Service—including the plan, inclusions, Charges, Minimum Term, equipment and any special conditions—are stated in the applicable Service Order, quotation and Critical Information Summary.

Important

Nothing in these terms excludes, restricts or modifies a right, guarantee, remedy or protection that cannot legally be excluded, including protections under the Australian Consumer Law and telecommunications laws.

1. Definitions and interpretation

Agreement: these terms together with the documents listed in clause 2.

Business Day: a day other than a Saturday, Sunday or public holiday in South Australia.

Charges: all recurring, usage, installation, equipment, early termination and other amounts properly payable for a Service.

Customer: the person, business, government body, not-for-profit organisation or other entity that orders or uses a Service from GTE.

Customer Equipment: equipment, devices, cabling, software, networks, routers, handsets, telephone systems or systems owned or controlled by the Customer.

Critical Information Summary or CIS: the summary GTE provides for a telecommunications product, plan or Service where required.

End User: a person whom the Customer permits to use or administer a Service.

Equipment: equipment, hardware, SIMs, devices or accessories supplied, rented, financed, loaned or managed by GTE in connection with a Service.

GTE, we, us or our: Green Triangle Electronics Pty Ltd, ABN 43 008 187 497, trading as GTE.

Minimum Term: the minimum commitment period stated in the Service Order or CIS.

Service: a mobile, mobile broadband, internet, nbn®, fixed wireless, enterprise connectivity, voice, number, equipment, installation or related telecommunications service supplied by GTE.

Service Order: a quotation, order form, proposal, service schedule, application or other order document accepted by the Customer that describes a Service and its commercial details.

Underlying Network: a carrier or network operator whose network or infrastructure is used to deliver a Service, including Telstra, NBN Co or another provider.

Wholesale Provider: an upstream reseller, aggregator, carrier, network operator or wholesale supplier through which GTE obtains all or part of a Service.

1.2 Headings are for convenience only. A reference to legislation includes amendments and replacements. The words "including" and "for example" do not limit the words that precede them.

- 1.3** If a time period ends on a day that is not a Business Day, it ends on the next Business Day unless the applicable law requires otherwise.

2. Contract documents and precedence

- 2.1** The Agreement for a Service consists of:
- accepted Service Order and any stated special conditions;
 - applicable CIS;
 - any service-specific terms or service schedule expressly incorporated into the Service Order;
 - these Telecommunications Customer Terms and Conditions;
 - GTE's Fair Use Policy, Acceptable Use Policy, Privacy Policy, Payment Assistance Policy, Complaints Handling Policy and Domestic, Family and Sexual Violence Statement, where relevant; and
 - any upstream operational rules expressly identified in the Service Order and provided or made reasonably available to the Customer.
- 2.2** If documents are inconsistent, special conditions in the Service Order prevail first, followed by the Service Order for service-specific commercial details, the CIS, any service-specific terms, these terms and then the policies. Mandatory law always prevails.
- 2.3** A representation or promise only forms part of the Agreement if it is recorded in an Agreement document or cannot legally be excluded. This clause does not exclude liability for misleading or deceptive conduct.

3. Customer eligibility, authority and acceptance

- 3.1** GTE supplies Services primarily for genuine business, government, not-for-profit and organisational use unless a Service Order expressly states otherwise.
- 3.2** The person placing or accepting an order warrants that they are authorised to bind the Customer and to give GTE instructions about the account and Services.
- 3.3** The Customer accepts the Agreement by signing or accepting a Service Order, approving an order by email or electronic method, asking GTE to commence provisioning, or using the Service after receiving or being given access to the Agreement documents.
- 3.4** The Customer is responsible for its End Users and must ensure that they comply with the Agreement. The Customer must keep its authorised contacts current and promptly remove or update access when a person's employment, role or authority changes.
- 3.5** Nothing in these terms removes protections that apply to an eligible consumer, small business, not-for-profit customer or affected person under telecommunications or consumer law.

4. GTE's role and upstream providers

- 4.1** GTE contracts with, invoices and supports the Customer for each Service described in a Service Order unless that Service Order expressly states that another provider contracts directly with the Customer.
- 4.2** GTE may use Wholesale Providers, Underlying Networks, carriers, contractors and technology suppliers to qualify, provision, operate, support, repair, migrate or terminate a Service. The Customer authorises GTE to place orders and provide those parties with information reasonably required to deliver and support the Service.
- 4.3** GTE does not own or directly control all third-party networks, platforms, coverage areas, appointment systems, provisioning systems or restoration activities. GTE will use reasonable care and skill to manage the Customer relationship and reasonable upstream escalations, but cannot promise an outcome or timeframe that an upstream provider has not committed to.
- 4.4** GTE remains responsible for obligations that applicable law places directly on GTE as the Customer's provider. An upstream limitation does not remove a non-excludable right or remedy against GTE.

5. Orders, qualification and activation

- 5.1** Each Service requires an accepted Service Order. Before accepting or activating an order, GTE may reasonably require technical qualification, coverage confirmation, credit approval, identity verification, proof of authority, site access, porting details, an upfront payment or other information needed to provide the Service.
- 5.2** Availability, coverage, speed, appointment and activation dates quoted before activation are estimates unless the Service Order expressly states a binding commitment.
- 5.3** The Customer must not cancel an existing service or remove equipment needed for a migration until GTE confirms that the replacement Service is active and the Customer has tested it.
- 5.4** If an order cannot be completed because qualification fails, infrastructure is unavailable or an upstream provider rejects or withdraws the order, GTE may cancel the affected order and refund prepaid recurring Charges for the unavailable Service. Reasonable equipment, site assessment, installation or third-party costs already incurred remain payable only where they were disclosed or approved.
- 5.5** The Customer must promptly check activation details, including account names, telephone numbers, service addresses, plan inclusions, billing contacts and authorised users, and report any discrepancy.

6. Customer responsibilities

- 6.1** The Customer must:
- provide complete, accurate and current ordering, identity, billing, service-address, porting and contact information;
 - obtain all landlord, property, site, employee, End User and third-party consents and authorities needed for GTE to act on the Customer's behalf;
 - provide safe, timely and reasonable access to sites, communications rooms, equipment, cabling, power and authorised personnel;
 - maintain suitable power, environmental conditions, internal cabling, LAN, Wi-Fi, security and compatible Customer Equipment;
 - protect passwords, PINs, SIMs, eSIM profiles, devices and administrator credentials;
 - promptly report faults, lost or stolen devices, compromised credentials, suspected fraud, unauthorised use or security incidents;
 - use the Services lawfully and comply with GTE's Fair Use Policy and Acceptable Use Policy; and
 - maintain business continuity, backup power, backup connectivity and alternative communication arrangements appropriate to the Customer's operational and safety risks.
- 6.2** The Customer is responsible for Customer Equipment, internal networks, telephone systems, software, cloud services and third-party applications not expressly managed by GTE under a separate written agreement.
- 6.3** GTE may charge its current professional service rates for work caused by inaccurate information, unsafe or unavailable access, unsupported Customer Equipment, an internal network fault or a matter outside the ordered Service, after obtaining approval where reasonably practicable.

7. Service availability, coverage and performance

- 7.1** Telecommunications Services may be interrupted, unavailable or degraded. Performance can be affected by location, coverage, network congestion, technology, distance, terrain, building materials, weather, power, maintenance, faults, internet destinations, cyber incidents, Customer Equipment and events outside GTE's reasonable control.
- 7.2** Coverage maps, speed caps, maximum access speeds, typical speeds, service qualifications and performance descriptions are predictive or indicative unless a Service Order expressly states a guaranteed service level.
- 7.3** A speed cap or speed tier is the maximum rate permitted or provisioned for the Service; it is not a continuous speed guarantee. Actual speed and performance may be lower.
- 7.4** GTE does not guarantee uninterrupted or error-free operation. A restoration target, uptime commitment, service credit or service level applies only if it is expressly included in the Service Order or an incorporated service schedule.
- 7.5** Unless expressly ordered as a redundant solution, a Service is not a disaster recovery or business continuity service. The Customer should not rely on one carrier, one access circuit, one router, one SIM or one power source for a critical operation.

8. Voice services, emergency calling and power dependency

- 8.1** Where a voice Service supports emergency calling, access to Triple Zero will be provided in accordance with applicable law and the technical capability of the Service.
- 8.2** VoIP, SIP, hosted voice, cordless, mobile and nbn®-based voice Services may not operate during a power failure, internet outage, equipment failure, network interruption or loss of mobile coverage unless working backup power and an available access network are in place.
- 8.3** Emergency location information may be limited, delayed or based on the registered service address. The Customer must keep service-address information accurate and tell End Users to state their location during an emergency call where possible.
- 8.4** The Customer must tell GTE before ordering if it requires Priority Assistance, a regulated standard telephone service, a medical alarm, lift phone, fire panel, security system, monitored alarm or another safety-critical use. GTE will advise whether the proposed Service is suitable or whether an alternative or additional arrangement is required.
- 8.5** Where the Customer Service Guarantee Standard applies, GTE will comply unless the Customer has entered a separate, informed and legally valid waiver. These terms do not themselves waive CSG rights.

9. Numbers, porting and identity verification

- 9.1** Telephone numbers are allocated and administered under Australian numbering rules. The Customer receives a right to use a number while the related Service remains active but does not own the number.
- 9.2** The Customer authorises GTE and its upstream providers to submit and manage number-porting, activation, replacement-SIM and account-change requests and warrants that it is the rights-of-use holder or has authority from that holder.
- 9.3** GTE may require identity, authority and rights-of-use checks before completing a high-risk transaction, including a mobile number port, SIM replacement, eSIM issue, account takeover-sensitive change or disclosure of protected account information.
- 9.4** The Customer must provide exact account names, account numbers, service addresses, dates of birth where lawfully required, number ranges and other requested details. Incorrect or incomplete information may delay or prevent the request.
- 9.5** The Customer must not disconnect the existing service before a port completes. The Customer remains responsible for charges and obligations owed to its previous provider.

- 9.6 Porting timeframes are estimates and depend on the losing provider, gaining provider, authentication, number complexity and regulatory processes. GTE will use reasonable efforts and comply with applicable porting obligations but does not guarantee completion at a particular time.
- 9.7 A port may temporarily interrupt service or remove voicemail, messaging, call forwarding, hunt groups, ancillary features or stored configuration. The Customer must plan an appropriate change window and contingency process.
- 9.8 To retain a number when leaving GTE, the Customer must arrange the port before disconnection. After disconnection, a number may be quarantined, returned or reallocated in accordance with law.

10. Mobile services, SIMs, eSIMs and roaming

- 10.1 A mobile Service requires compatible, unlocked Customer Equipment and available network coverage. Features such as 5G, VoLTE, Wi-Fi calling, messaging, roaming or device management depend on the selected plan, device capability, software, coverage and upstream network support.
- 10.2 SIMs and eSIM profiles remain subject to GTE and carrier control. GTE may replace, disable, suspend or reissue them for security, fraud prevention, network changes, service migration or at the Customer's request after required verification.
- 10.3 The Customer must promptly report a lost or stolen device or SIM. Until GTE receives the report and has a reasonable opportunity to act, the Customer remains responsible for properly incurred usage except to the extent the loss was caused or contributed to by GTE's breach, negligence or wilful misconduct.
- 10.4 International roaming availability, countries, networks, packs, inclusions and charges can change. The Customer must check current eligibility and charges before travel and remains responsible for roaming and out-of-bundle usage properly incurred on the account.
- 10.5 Roaming, usage alerts, spend controls and barring may be delayed and are not guaranteed to prevent all charges. Where the law requires specific alerts or controls, GTE will provide them in accordance with the applicable requirements.

11. Equipment, cabling and IP addresses

- 11.1 Ownership, price, repayment, rental and return conditions for Equipment are stated in the Service Order. Title to purchased Equipment passes after full payment. Rented, loaned or managed Equipment remains the property of GTE or its supplier.
- 11.2 Risk in Equipment passes to the Customer on delivery or installation, except to the extent loss or damage is caused by GTE. The Customer must protect Equipment from loss, theft, damage, misuse and unauthorised access.
- 11.3 The Customer must return rented or loaned Equipment in reasonable condition, fair wear and tear excepted, within 10 Business Days after the relevant Service ends or another reasonable period stated by GTE. GTE may charge the reasonable replacement or repair cost for unreturned or damaged Equipment.
- 11.4 Manufacturer warranties and the Australian Consumer Law apply to purchased Equipment. GTE will provide reasonable assistance with a valid warranty claim but does not give a separate manufacturer warranty unless stated in writing.
- 11.5 The Customer is responsible for Customer Equipment, internal cabling, Wi-Fi and configuration unless GTE has expressly agreed to manage them. Charges may apply where a reported fault is caused by those items.
- 11.6 An IP address, domain configuration or network identifier supplied as part of a Service is not owned by the Customer. GTE may change it where reasonably required for migration, security, technical or supplier reasons, after reasonable notice where practicable.

12. Acceptable use, security and fraud

- 12.1 The Customer must not use or permit a Service to be used for unlawful, fraudulent, abusive, threatening, defamatory, infringing, malicious, spam, denial-of-service, unauthorised interception, SIM-box, artificial traffic inflation or network-disruptive activity.
- 12.2 The Customer must comply with reasonable security directions and GTE's Fair Use Policy and Acceptable Use Policy, including controls relating to international calling, premium services, automated messaging, unusual traffic, malicious traffic and high-risk destinations.
- 12.3 The Customer is responsible for usage generated through its Services, numbers, SIMs, credentials and Equipment until GTE receives notice of suspected unauthorised use and has a reasonable opportunity to restrict it, except to the extent the usage was caused or contributed to by GTE's breach, negligence or wilful misconduct.
- 12.4 GTE may immediately restrict or suspend an affected Service where reasonably necessary to protect people, networks, systems, numbers, emergency services or other customers; prevent fraud or unlawful use; comply with law; or follow a lawful or reasonable upstream security direction.
- 12.5 GTE will restore the Service as soon as reasonably practicable after the risk is addressed. Reasonable investigation, replacement and remediation charges may apply where the incident was caused by the Customer or an End User and the charges are disclosed or approved.

13. Charges, billing and usage information

- 13.1 The Customer must pay the Charges stated in the Service Order, CIS, applicable rate card and accepted quotation. Recurring Charges are generally billed monthly in advance and usage or variable Charges in arrears unless stated otherwise.
- 13.2 Charges include GST unless the relevant document states that they exclude GST. Where Charges exclude GST, GST is payable in addition.

- 13.3** The Customer is responsible for properly incurred Charges, including out-of-bundle usage, excess data, international calls, roaming, premium or special services, equipment, installation, relocation, appointments and approved professional services.
- 13.4** Usage and billing data can be received from upstream systems after a delay. Usage dashboards, alerts, barring and thresholds are management tools and may not be real-time, complete or a guaranteed limit on Charges, except where law requires otherwise.
- 13.5** GTE and upstream usage records may be used as evidence of usage and timing, but the Customer may dispute a Charge and provide contrary information.
- 13.6** The Customer should raise a billing enquiry promptly, preferably within 30 days after the invoice date. A delay does not remove any right that cannot legally be excluded.
- 13.7** The Customer must pay undisputed amounts by the due date while GTE investigates a disputed amount. GTE will not require payment of a genuinely disputed amount while the complaint about that amount is being handled, except as permitted by law.

14. Payment, credit and payment assistance

- 14.1** Invoices are due by the date stated on the invoice or Service Order. GTE may require a reasonable upfront payment, direct debit, security deposit or credit limit before or during supply where justified by credit risk and permitted by law.
- 14.2** If GTE requires a security deposit, GTE will explain the amount and reason. After the relevant Services end, GTE will refund the balance after applying it to properly payable amounts, subject to any lawful retention requirement.
- 14.3** For overdue undisputed amounts, GTE may recover reasonable external debt-recovery costs and any late or dishonour fee expressly disclosed in the Service Order, CIS or invoice and permitted by law.
- 14.4** A Customer experiencing payment difficulty should contact GTE as early as possible. Eligible current and former customers may apply for free short-term or long-term payment assistance under GTE's Payment Assistance Policy.
- 14.5** GTE will prioritise keeping eligible customers connected and will treat restriction, suspension or disconnection for non-payment as a last resort where required by law.
- 14.6** A payment assistance arrangement does not waive Charges unless GTE expressly agrees to a waiver, credit or account relief.

15. Changes to Services, Charges and terms

- 15.1** GTE may make reasonable changes to a Service, Charge, these terms or a policy to reflect changes in law, tax, regulation, upstream pricing or products, network availability, technology, security, service features or administrative processes.
- 15.2** GTE will give the notice required by law and, for a change likely to be materially detrimental, at least 30 days' written notice where reasonably practicable.
- 15.3** If a notified change during a Minimum Term materially increases a recurring Charge or materially reduces an included benefit, the Customer may cancel the affected Service before the change takes effect without an additional early termination fee. Accrued Charges and outstanding Equipment or device repayment balances remain payable. Any other unavoidable amount is payable only if it was clearly disclosed, fairly apportioned and permitted by law.
- 15.4** A beneficial, immaterial or urgently required change may take effect on shorter notice. An urgent change may be made without prior notice where necessary for law, safety, emergency services, security or network integrity, with notice as soon as reasonably practicable.
- 15.5** If GTE proposes to change the Underlying Network or transfer the Service to another network operator in a way that materially affects the Customer, GTE will provide the information and choices required by law, which may include accepting the new conditions or ending the affected Service without an additional early termination fee.

16. Suspension and restriction

- 16.1** GTE may restrict or suspend an affected Service where:
- an undisputed invoice remains overdue after required notices and any applicable payment-assistance process;
 - an agreed credit limit is exceeded and the Customer does not address the issue after reasonable notice;
 - the Customer materially breaches the Agreement and does not remedy the breach within a reasonable period after notice;
 - there is suspected fraud, unlawful use, identity theft, unauthorised porting, a security risk or a threat to a person or network;
 - GTE is required to act by law, a regulator, court, emergency service, carrier or upstream provider with lawful authority; or
 - continued supply is technically impossible, unsafe or likely to cause material harm.
- 16.2** GTE will give reasonable notice and an opportunity to remedy where practicable, except where immediate action is reasonably required.
- 16.3** GTE will not suspend solely because of a genuinely disputed Charge while the complaint is being handled and undisputed amounts are paid, except where permitted or required by law.
- 16.4** Charges may continue during suspension only to the extent the Service, number, Equipment, licence or upstream capacity remains reserved or GTE continues to incur the relevant cost.

- 16.5** GTE will restore a suspended Service as soon as reasonably practicable after the reason for suspension is addressed. A reasonable reconnection charge may apply only if disclosed and permitted by law.

17. Term, cancellation and early termination

- 17.1** The Agreement starts when the first Service is accepted or provisioned and continues while any Service remains active.
- 17.2** Each Service begins on activation and continues for the Minimum Term stated in the Service Order or CIS. At the end of the Minimum Term, the Service continues month-to-month unless another fair renewal arrangement is expressly stated.
- 17.3** The Customer may cancel a month-to-month Service by giving at least 30 days' written notice, unless a shorter period is required by law or stated in the Service Order or CIS. The Customer should arrange any required port before requesting disconnection.
- 17.4** If the Customer cancels during a Minimum Term without a right to cancel without charge, the Customer must pay only the early termination amount stated or calculated in the Service Order or CIS, which may comprise:
- accrued Charges;
 - unpaid Equipment, device repayment or finance balances;
 - non-refundable installation, activation or setup costs that were clearly disclosed and not yet recovered;
 - non-cancellable upstream commitments clearly disclosed in the Service Order; and
 - GTE's reasonable direct loss from early cancellation, less costs reasonably saved because the Service ended early.
- 17.5** An early termination amount is not intended to be a penalty. GTE will provide a reasonable calculation on request.
- 17.6** GTE may terminate an affected Service after written notice if the Customer materially breaches the Agreement and does not remedy the breach within 10 Business Days or a longer reasonable period stated by GTE.
- 17.7** GTE may terminate immediately where a breach cannot be remedied, use is unlawful or fraudulent, the Customer becomes insolvent, or continued supply creates a serious safety, security, legal or network risk.
- 17.8** If GTE ends a fixed-term Service without Customer breach and without another lawful basis, no early termination fee applies and prepaid recurring Charges for the period after termination will be credited or refunded.
- 17.9** Ending one Service does not automatically end other Services, equipment repayments, MSP services or third-party subscriptions unless expressly stated.

18. Service withdrawal, migration, relocation and transfer

- 18.1** GTE may withdraw, replace or migrate a Service where an upstream provider withdraws it, a network closes, technology is retired, regulation prevents supply or GTE can no longer reasonably obtain the Service.
- 18.2** GTE will provide reasonable notice where practicable and discuss available replacement Services. If no reasonably comparable replacement is available, the Customer may cancel the affected Service without an additional early termination fee. Accrued Charges and outstanding Equipment balances remain payable.
- 18.3** A relocation is subject to qualification at the new address and may require a new Service, plan, equipment, term, installation or Charge. The existing Service remains chargeable until it is cancelled or migrated.
- 18.4** The Customer must not resell a Service, transfer control of an account, or assign a Service without GTE's written approval. GTE may require the incoming customer to complete credit, identity, authority and service checks.
- 18.5** Plan changes are subject to product availability, technical limitations, a new CIS where required and Charges disclosed before the change is completed.

19. Faults, support, maintenance and outages

- 19.1** The Customer must report faults and complaints to GTE rather than contacting an Underlying Network directly unless GTE instructs otherwise.
- 19.2** GTE's standard direct support hours are 7:30 am to 5:30 pm South Australian time, Monday to Friday, excluding South Australian public holidays. Support outside those hours is not guaranteed unless a separate after-hours arrangement is agreed.
- 19.3** The Customer must complete reasonable troubleshooting and provide timely access, logs, screenshots, test results, device details and an available authorised contact. GTE may close a fault after reasonable follow-up if the Customer does not respond or provide access.
- 19.4** A Charge may apply where a technician or supplier attends and no network fault is found, the fault is caused by Customer Equipment or cabling, the site is unsafe, access is unavailable or an appointment is missed, provided the Charge was disclosed or approved.
- 19.5** GTE and upstream providers may perform planned, emergency and security maintenance. GTE will provide available advance notice of planned maintenance where reasonably practicable.
- 19.6** For a major or significant local outage, GTE will provide customer communications and updates to the extent required by law and based on information available from the relevant network or provider.
- 19.7** The Customer remains responsible for alternate connectivity, backup power and failover where continuous availability is important.

20. Privacy, confidentiality and customer information

- 20.1** GTE may collect, use, store and disclose Customer and End User information as reasonably necessary to quote, verify identity and authority, qualify, provision, port, bill, support, secure, migrate and terminate Services; manage fraud, credit and complaints; and comply with law.
- 20.2** The Customer authorises GTE to disclose relevant information to Wholesale Providers, Underlying Networks, NBN Co, equipment vendors, installers, porting and numbering administrators, the Integrated Public Number Database, emergency service organisations, payment and credit providers, professional advisers, debt recovery providers and regulators where permitted or required.
- 20.3** The Customer warrants that it is authorised to provide End User personal information and will give required notices and obtain required consents.
- 20.4** Each party must take reasonable steps to protect the other party's confidential information and use it only for the Agreement, except where disclosure is authorised, required by law, made to professional advisers under confidentiality obligations, or relates to information that is public other than through breach.
- 20.5** GTE's Privacy Policy applies in addition to this clause. Telecommunications secrecy, protected information, lawful access and data-breach obligations apply despite anything else in the Agreement.

21. Complaints, accessibility and customer support protections

- 21.1** A Customer may make a complaint by calling (08) 8724 2222, emailing service@gte.com.au with the subject "Telecommunications Complaint", visiting a GTE location or using another ordinary contact method provided by GTE.
- 21.2** GTE will handle complaints under its Complaints Handling Policy and applicable telecommunications requirements. The Customer may request internal escalation.
- 21.3** If an eligible consumer or small business customer remains dissatisfied after giving GTE a reasonable opportunity to resolve the complaint, it may contact the Telecommunications Industry Ombudsman on 1800 062 058 or at tio.com.au.
- 21.4** GTE will comply with applicable payment-assistance requirements and protections for people affected by domestic, family or sexual violence. An affected person may ask GTE to communicate using a safe method and may access support under GTE's published statement.
- 21.5** GTE will take reasonable steps to provide accessible information and contact methods. Customers may use an authorised representative, advocate, financial counsellor, interpreter or support person, subject to appropriate authority and privacy checks.
- 21.6** Making a complaint or asking for support does not remove the obligation to pay undisputed amounts, but GTE will not take prohibited credit management action while legal complaint or assistance protections apply.

22. Warranties and mandatory rights

- 22.1** GTE will provide the Services with due care and skill and substantially in accordance with the Service Order.
- 22.2** To the extent permitted by law, terms, conditions and warranties not expressly stated in the Agreement are excluded.
- 22.3** Nothing in the Agreement excludes, restricts or modifies a guarantee, right or remedy that cannot legally be excluded, including under the Australian Consumer Law and telecommunications legislation.
- 22.4** Where a non-excludable guarantee applies and the law permits GTE to limit the remedy, GTE's liability is limited, at GTE's option, to resupplying the affected Service or paying the reasonable cost of having it resupplied. This limitation does not apply where it would not be fair or reasonable or is otherwise prohibited by law.

23. Liability

- 23.1** To the extent permitted by law, neither party is liable to the other for indirect or consequential loss, or for loss of profit, revenue, opportunity, goodwill or anticipated savings, except to the extent the loss forms part of a valid third-party claim covered by clause 24 or cannot legally be excluded.
- 23.2** GTE is not liable for an outage, delay, coverage issue, porting failure, upstream system failure or third-party act outside GTE's reasonable control, except to the extent applicable law makes GTE responsible or GTE failed to take reasonable steps within its control.
- 23.3** Subject to clauses 22 and 23.4, GTE's total aggregate liability arising from an affected Service in any 12-month period is limited to the total recurring and usage Charges paid or payable for that affected Service during that period.
- 23.4** The exclusions and cap do not apply to fraud, wilful misconduct, death or personal injury caused by negligence, unlawful disclosure of protected communications information, breach of confidentiality resulting from gross negligence or wilful misconduct, or any liability that cannot legally be limited.
- 23.5** Each party must take reasonable steps to mitigate its loss. Liability is reduced to the extent the other party's act or omission caused or contributed to the loss.
- 23.6** A service credit stated in a Service Order applies in addition to, and not in substitution for, rights that cannot legally be excluded.

24. Customer indemnity

- 24.1** The Customer indemnifies GTE against a third-party claim, regulatory cost or direct loss only to the extent it arises from:

- unlawful, fraudulent or prohibited use of a Service by the Customer or an End User;
- content, data or communications originated or controlled by the Customer that infringe another person's rights;
- a material breach by the Customer of clause 6, 9, 12 or 20; or
- damage to GTE or upstream property caused by the Customer or an End User.

24.2 The indemnity is reduced to the extent the claim or loss was caused or contributed to by GTE's breach, negligence or wilful misconduct.

24.3 GTE must promptly notify the Customer of a material claim and allow reasonable participation in its defence, subject to GTE controlling a claim that may affect its licence, regulatory status, network access or reputation.

25. Force majeure

25.1 Neither party is liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, fire, flood, storm, pandemic, war, civil disturbance, industrial action, carrier failure, cable cut, power failure, cyberattack, government action or supply-chain disruption.

25.2 The affected party must take reasonable steps to reduce the effect and resume performance.

25.3 This clause does not excuse payment of accrued Charges or prevent rights under mandatory outage, emergency, complaint, payment-assistance or consumer-protection requirements.

26. Assignment and subcontracting

26.1 GTE may use Wholesale Providers, carriers, installers, contractors and other subcontractors to supply the Services. GTE remains responsible for obligations that apply directly to GTE under the Agreement and law.

26.2 GTE may assign the Agreement to a related body corporate or purchaser of the relevant business on written notice, provided the assignment does not materially reduce the Customer's rights. GTE will provide any choice or termination right required by law.

26.3 The Customer may not assign or transfer a Service without GTE's prior written consent, which will not be unreasonably withheld where the proposed recipient passes required credit, identity, authority and service checks.

27. Notices

27.1 A notice under the Agreement may be delivered by email, post, hand or another communication method agreed with the Customer, using the latest contact details notified by the recipient.

27.2 A notice by email is taken to be received when it enters the recipient's information system without an automated delivery failure. A notice received after 5:00 pm is treated as received on the next Business Day, unless law requires another rule.

27.3 The Customer must promptly update its legal, billing, service, emergency and authorised-contact details and monitor nominated email addresses for service notices.

27.4 Where a person is affected by domestic, family or sexual violence, safe communication arrangements agreed under GTE's published statement override ordinary contact preferences to the extent required for that person's safety and privacy.

28. General

28.1 The Agreement is governed by the laws of South Australia. The parties submit to the courts of South Australia and courts entitled to hear appeals from them, subject to any right to use the Telecommunications Industry Ombudsman or another tribunal or court.

28.2 The Agreement is the entire agreement about its subject matter and replaces earlier representations about the same Service, except for fraud, misleading conduct or a representation that cannot legally be excluded.

28.3 A waiver must be in writing and applies only to the specific instance. A delay in exercising a right is not a waiver.

28.4 If a provision is invalid, unfair or unenforceable, it is severed or read down to the minimum extent necessary. The remaining provisions continue.

28.5 Clauses concerning payment, privacy, confidentiality, liability, indemnity, dispute resolution and accrued rights survive termination to the extent necessary.

28.6 The Agreement and Service Orders may be accepted electronically and in counterparts.

28.7 The current version of these terms will be published on GTE's website and provided free of charge on request. The version applying to a Service is the version accepted when the Service was ordered, as lawfully varied under clause 15.

Related customer documents

- Applicable Critical Information Summary
- Fair Use Policy
- Acceptable Use Policy
- Privacy Policy
- Payment Assistance Policy
- Complaints Handling Policy
- Domestic, Family and Sexual Violence Statement
- Returns, Refunds and Warranty Policy