



General Terms

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Pennytel may update this document from time to time. The current version is published on our website. Where a change materially affects your rights or obligations, we will provide any notice required by your agreement or applicable law.

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These General Terms form part of the **Customer Terms** that govern the supply of Pennytel services to you. They should be read together with the Offer, Application, Service Terms, applicable pricing documents and any other document expressly stated to form part of your Customer Terms.

1 Definitions and interpretation

1.1 Definitions

In these General Terms:

Acceptable Use Policy means Pennytel's policy setting out acceptable and unacceptable use of the Services, as published on the Pennytel Website from time to time.

Account means the account Pennytel establishes for you in connection with one or more Services.

Application means an application, order, service request or sign-up process submitted by you to acquire a Service, whether completed online, by phone, in writing or through another Pennytel-approved channel.

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Business Customer means a customer who acquires a Service wholly or predominantly for business purposes.

Casual Service means a Service supplied on a month-to-month basis or without a Minimum Term.

Charge means any amount payable by you in connection with a Service, including access fees, monthly charges, usage charges, equipment charges, non-standard usage charges, installation charges, late payment fees, dishonour fees, early termination charges and any other amount properly payable under the Customer Terms.

Complaints Handling Process means Pennytel's Complaints Handling Process — Including Network Outage Complaints, as published on the Pennytel Website from time to time.

Consequential Loss means indirect, special, incidental or consequential loss, including loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of goodwill, loss of reputation, loss of data and loss arising from a third-party claim, whether arising in contract, tort, statute or otherwise.

Critical Information Summary or **CIS** means any Critical Information Summary provided for a Service.

Customer Terms has the meaning given in clause 2.1.

Data and Internet Services means internet access, broadband, NBN, data connectivity or related services supplied by Pennytel.

DFSV Information Statement means Pennytel's Domestic, Family and Sexual Violence Information Statement, as published on the Pennytel Website from time to time.

Equipment means any modem, router, handset, SIM, voice device, customer premises equipment, accessory or other equipment supplied by Pennytel or a Pennytel Supplier in connection with a Service.

Fixed Term Service means a Service supplied for a Minimum Term, as stated in the applicable Offer, Application or Service Terms.

Force Majeure Event has the meaning given in clause 20.1.

General Terms means this document.

GST means goods and services tax under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Minimum Term means the fixed minimum commitment period that applies to a Fixed Term Service, as set out in the relevant Offer, Application or Service Terms.

Network means any telecommunications, mobile, voice, internet, data or other communications network used by Pennytel or a Pennytel Supplier to provide a Service.

Offer means the pricing, inclusions, promotions, special conditions and other commercial details offered to you for a Service.

Payment Assistance Policy means Pennytel's Payment Assistance Policy, as published on the Pennytel Website from time to time.

Pennytel, we, us and our mean Pennytel Australia Pty Ltd ABN 12 166 566 632.

Pennytel Supplier means any carrier, carriage service provider, wholesaler, network operator, technology provider, billing provider, equipment supplier, contractor or other third party used by Pennytel in connection with the supply of a Service.

Pennytel Website means Pennytel's website at www.pennytel.com.au, as updated from time to time.

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

Privacy Policy means Pennytel's Privacy Policy, as published on the Pennytel Website from time to time.

Rate Schedule means any applicable price list, rate sheet, Pay-As-You-Go Rates schedule or other charges schedule applying to a Service.

Service means a telecommunications, internet, mobile, voice, data, equipment, software, related support or other service supplied by Pennytel to you.

Service Terms means the service-specific terms that apply to a particular Service.

Software means software supplied by Pennytel in connection with a Service, excluding third-party software that you obtain independently.

Voice Services means SIP, VoIP, PBX, hosted voice, Teams Calling, inbound number, call carriage or other voice-related services supplied by Pennytel.

you and your mean the customer who acquires or applies to acquire a Service from Pennytel and, where the context allows, a person authorised to act on that customer's behalf.

1.2 Interpretation

In the Customer Terms:

- the singular includes the plural and vice versa;
- a reference to a person includes an individual, company, partnership, trust, government agency or other entity;
- "including" and similar expressions are not words of limitation;
- reference to a law includes that law as amended, replaced or re-enacted from time to time;
- headings are for convenience only and do not affect interpretation; and
- where a time period is stated in days, it means calendar days unless the Customer Terms expressly say business days or working days.

2 Customer Terms and related Documents

2.1 Documents that form the Customer Terms

The terms that govern the supply of a Service to you are:

- a. the Offer or Application accepted by Pennytel for that Service;
- any promotion terms, campaign terms or special conditions expressly stated to apply to that Service;
- the Service Terms that apply to that Service;
- any applicable Rate Schedule;
- these General Terms;
- the Acceptable Use Policy, to the extent relevant to your use of the Service; and
- any other document expressly stated to form part of your Customer Terms.

Together, these documents are the **Customer Terms**.

2.2 Order of precedence

If there is any inconsistency between documents forming the Customer Terms, the document listed earlier in clause 2.1 prevails to the extent of the inconsistency, unless a document expressly states otherwise.

2.3 Supporting policies and customer information

Pennytel also publishes policies, statements and information documents explaining how we manage particular matters. These include:

- the Privacy Policy;
- the Complaints Handling Process — Including Network Outage Complaints;
- the Payment Assistance Policy;
- the Domestic, Family and Sexual Violence Information Statement;
- Managing Your Spend information;
- Scam Calls and Scam SMS Safety Information;
- the Mobile Number Pre-Port Identification Policy; and
- the Website Terms of Use.

These documents do not form part of the Customer Terms unless they expressly state that they do. However, Pennytel will comply with any obligations that apply to us under law, regulation, industry standards, industry codes or those published policies.

2.4 Separate promotions and programs

If you participate in a referral program, promotion, campaign or other optional offer, the separate terms and conditions for that program also apply to that program.

2.5 Copies of documents

You may obtain current copies of the Customer Terms and related policies from the Pennytel Website or by contacting Pennytel.

3 Contract commencement and term

3.1 Applying for a Service

By submitting an Application, you ask Pennytel to provide the relevant Service and agree that the Application process is governed by these General Terms and any other terms presented to you during that process.

3.2 Acceptance of an Application

A contract for a Service is formed when Pennytel accepts your Application, unless the Offer, Application or Service Terms state a different commencement point.

Pennytel may accept or decline an Application in accordance with these General Terms, applicable law and any eligibility criteria for the relevant Service.

3.3 Commencement of supply

Pennytel will commence supplying the Service after:

- a. your Application has been accepted;
- b. any required identity, eligibility, fraud prevention, payment or service qualification checks have been completed;
- c. any steps required from you to activate or enable the Service have been completed; and
- d. any required Pennytel Supplier actions have occurred.

3.4 Casual Services and Fixed Term Services

A Service may be:

- a Casual Service;
- a Fixed Term Service.

If a Service is a Fixed Term Service, the Minimum Term and any consequences of early termination will be set out in the applicable Offer, Application or Service Terms.

Unless the applicable Offer, Application or Service Terms state otherwise, a Fixed Term Service will continue as a Casual Service after the Minimum Term expires.

4 Changes to Customer Terms and Services

4.1 When Pennytel may make changes

Pennytel may change the Customer Terms, a Service or an Offer where the change is reasonably necessary or appropriate because:

- a law, regulation, industry code, industry standard, regulatory direction, court order or other legal requirement applies;
- a Pennytel Supplier changes the services, charges, network arrangements, technology or technical requirements on which Pennytel relies;
- Pennytel needs to protect the security, integrity, safety or operation of its Networks, systems or Services;
- Pennytel improves, updates, replaces or modifies a Service, feature, process or Offer;

- the change is administrative, typographical or clarificatory and does not adversely affect you; or
- Pennytel otherwise has a legitimate business reason to make the change and the change is not unfair or unreasonable.

4.2 Changes that benefit you or do not adversely affect you

If Pennytel reasonably considers that a change will:

- benefit you;
- have no adverse impact on you; or
- be administrative, typographical or clarificatory only,

Pennytel may make that change without giving you individual notice.

4.3 Changes that may adversely affect you

If Pennytel reasonably considers that a change is likely to have more than a minor adverse impact on you, Pennytel will provide at least **14 days' written notice** before the change takes effect, unless clause 4.5 applies.

4.4 Your right to exit for adverse changes

If Pennytel notifies you of a change under clause 4.3 and the change has more than a minor adverse impact on you:

- a. if you are on a Fixed Term Service, you may cancel the affected Service within **60 days** after the date of Pennytel's notice without paying an early termination charge for that Service; and
- b. if you are on a Casual Service, you may cancel the affected Service at any time in accordance with your ordinary cancellation rights.

You remain responsible for Charges incurred up to the date of cancellation.

4.5 Urgent changes

Pennytel may make a change more quickly, including without the notice period in clause 4.3, where reasonably necessary to:

- comply with law or a direction of a regulator, court or government agency;
- respond to an emergency;
- protect the security or integrity of a Network, system or Service;
- prevent or respond to fraud, scams, misuse or unlawful conduct; or
- address an urgent Pennytel Supplier change outside Pennytel's reasonable control.

Where reasonably practicable, Pennytel will give you as much notice as it can in the circumstances.

5 Applications, eligibility, accounts and security

5.1 Information Pennytel may require

To apply for or receive a Service, you must provide the information Pennytel reasonably requires to:

- identify you or verify your authority to act for a customer or business;
- assess whether you are eligible for the Service;
- comply with Pennytel's legal and regulatory obligations;

- conduct fraud prevention, identity, porting, payment or account-security checks;
- establish, activate and manage your Account and Service; and
- otherwise process your Application.

5.2 Accuracy of information

You must ensure that all information you provide to Pennytel is true, accurate, complete and not misleading.

You must promptly tell Pennytel if information relevant to your Account or Service changes, including your:

- name;
- residential or service address;
- billing address;
- email address;
- phone number;
- payment details; or
- authority to act for a business or another person.

5.3 Eligibility and checks

Pennytel may decline, delay or cancel an Application where:

- required information is not provided;
- Pennytel cannot complete the checks it reasonably requires;
- Pennytel reasonably suspects fraud, impersonation, unauthorised activity or misuse;
- the Service is not available at the relevant location or for the relevant premises;
- you do not meet a published eligibility requirement for the Service; or
- Pennytel is otherwise entitled or required to do so under law or the Customer Terms.

5.4 Accounts

If Pennytel accepts your Application, Pennytel may create an Account for you.

Your Account may include:

- your Service details;
- usage information;
- billing and payment information;
- support records;
- communications with Pennytel; and
- other information relevant to the management of your Services.

5.5 Account security

You must take reasonable steps to keep your Account, passwords, PINs, access codes, SIMs, devices and other security credentials secure.

You must notify Pennytel as soon as possible if you become aware or suspect that:

- your Account has been accessed without authority;
- a password, PIN or other security credential has been compromised;
- a SIM, device or Equipment has been lost or stolen; or

- there has been any unauthorised use of a Service.

5.6 Authorised representatives

You may appoint an authorised representative or advocate to act on your behalf.

Pennytel may require reasonable evidence of that person's authority before discussing your Account or acting on their instructions.

6 Supply of Services

6.1 What each Service includes

The features, inclusions, limitations and pricing for a Service are set out in the applicable:

- Offer;
- Application;
- Service Terms;
- Rate Schedule; and
- Critical Information Summary where applicable.

6.2 Use of suppliers and networks

Pennytel may use Pennytel Suppliers and third-party Networks to provide a Service.

You acknowledge that the performance, coverage and availability of some Services may depend on:

- third-party networks and infrastructure;
- the availability and performance of wholesale suppliers;
- your location and premises;
- the compatibility and condition of your device or Equipment;
- power supply and local equipment;
- weather, geography and environmental factors; and
- other matters outside Pennytel's reasonable control.

6.3 Service availability

Pennytel will provide Services with due care and skill and in accordance with applicable law.

However, subject to your rights under the Australian Consumer Law and other applicable law, Pennytel does not promise that every Service will be uninterrupted, error-free, congestion-free or available at all times.

6.4 Maintenance and outages

Pennytel or a Pennytel Supplier may conduct planned or unplanned maintenance, repairs, upgrades or other work affecting a Service or Network.

Where reasonably practicable, Pennytel will provide notice of planned work that is likely to materially affect your Service.

6.5 Faults and service issues

If you experience a fault or service issue, you should contact Pennytel as soon as practicable.

Before reporting a fault, you should take reasonable steps to check whether the issue may be caused by:

- your own device or Equipment;
- local power;
- your local network;
- software or configuration under your control; or
- another matter unrelated to Pennytel's supply of the Service.

Pennytel will use reasonable endeavours to investigate and address faults for which Pennytel is responsible.

You must provide reasonable assistance Pennytel or a Pennytel Supplier needs to investigate or fix a fault.

6.6 Optional third-party services

Pennytel may make optional third-party products or services available in connection with a Service.

Where you choose to acquire a third-party product or service:

- separate terms may apply between you and the third-party provider;
- you may need to provide information directly to that provider; and
- Pennytel is not responsible for the third-party product or service except to the extent required by law or expressly stated in the Customer Terms.

7 Emergency services, Priority Assistance and Customer Service Guarantee

7.1 Triple Zero and emergency calling limitations

Some Services, particularly VoIP, internet-delivered voice and NBN-based services, depend on mains power, local equipment and the underlying internet or data connection.

If power is lost, your modem or router fails, the underlying network is unavailable, or your voice equipment does not operate, you may not be able to use that Service to contact **Triple Zero (000)** or other emergency services.

Mobile emergency calling may also depend on handset capability, network availability, coverage and other technical conditions.

7.2 Alternative means of contacting emergency services

You should maintain an alternative means of contacting emergency services where needed.

If you, someone in your household or your business relies on a communications service for safety-critical needs, medical monitoring, alarm monitoring or emergency access, you must assess whether the relevant Pennytel Service is suitable and arrange an appropriate alternative where needed.

7.3 Priority Assistance

Pennytel is not a Priority Assistance provider.

Priority Assistance is a specialised service intended for eligible customers with a diagnosed life-threatening medical condition who may require rapid access to emergency assistance.

If you believe you need Priority Assistance, you should contact a provider that offers that service.

7.4 Customer Service Guarantee

The Customer Service Guarantee Standard applies only to services covered by that Standard.

Pennytel's mobile and internet services are not covered by the Customer Service Guarantee Standard. Where a Pennytel voice service is covered or not covered, that position will be addressed in the relevant Service Terms, Critical Information Summary or other applicable customer information.

Nothing in this clause limits any right or guarantee you may have under the Australian Consumer Law or another applicable law.

8 Your use of the Services

8.1 Responsibility for use

You are responsible for Charges and activity arising from:

- your use of the Services;
- use by a person you authorise to use the Services; or
- use resulting from your failure to take reasonable steps to protect your Account, SIM, device, Equipment or access credentials.

This does not apply to the extent:

- the use or Charges arise from Pennytel's breach of the Customer Terms or applicable law;
- applicable law requires a different outcome; or
- Pennytel agrees otherwise.

8.2 General use obligations

You must:

- comply with the Customer Terms;
- comply with the Acceptable Use Policy;
- use the Services lawfully, responsibly and in a way that does not interfere with Pennytel, Pennytel Suppliers, other customers or any Network;
- comply with any reasonable directions Pennytel gives you in connection with the operation, security or lawful use of the Services; and
- provide reasonable assistance in investigating fraud, unauthorised use, security incidents, faults or misuse of the Services.

8.3 Prohibited conduct

Without limiting the Acceptable Use Policy, you must not use or allow the Services to be used:

- for fraud, scams, unlawful conduct or deception;
- to send unlawful spam or unsolicited electronic communications;

- to threaten, abuse, harass, menace or seriously inconvenience another person;
- to infringe another person's intellectual property, privacy or other legal rights;
- in a way that damages, overloads, disrupts or interferes with a Network, system, platform, service or Equipment;
- to bypass Pennytel's billing, security, fraud prevention or network management controls;
- for unauthorised resale, sub-wholesale or commercial re-supply unless Pennytel has expressly agreed in writing; or
- in any other way that breaches the law or exposes Pennytel or a Pennytel Supplier to legal, regulatory or operational risk.

8.4 Interception and monitoring required by law

Pennytel may monitor, intercept, retain or disclose communications or usage information where required or authorised by law.

8.5 Spend controls and service restrictions requested by you

Where available for your Service, you may ask Pennytel to apply particular spend controls or restrictions, such as barring certain chargeable call types.

Pennytel's **Managing Your Spend** information explains available spend-management tools and their limitations.

9 Charges, bills and payment

9.1 Charges

You must pay the Charges that apply to your Services.

Charges may be set out in:

- the Offer;
- the Application;
- the Service Terms;
- the Critical Information Summary;
- a Rate Schedule; or
- another document expressly applicable to your Service.

9.2 GST

Charges are inclusive or exclusive of GST as stated in the applicable Offer, Service Terms, Critical Information Summary, Rate Schedule, invoice or other pricing document.

9.3 Billing basis

Pennytel may bill:

- periodic access fees, monthly charges, equipment charges or other recurring amounts in advance; and
- usage charges, non-standard usage charges and other variable Charges in arrears,

unless the applicable Offer, Service Terms or invoice states otherwise.

9.4 Billing cycle

Unless the applicable Offer, Service Terms, Critical Information Summary, invoice or other pricing document states otherwise, Pennytel services are billed on a fixed monthly billing cycle from the **28th of each month to the 27th of the following month**.

If a Service is activated part-way through a billing cycle, your first bill may include a pro-rata charge from the activation date to the 27th of that month, plus the next month's recurring charges in advance.

9.5 Timing of charges

Pennytel will generally bill Charges in the next usual billing period after they are incurred. Some Charges may appear later where Pennytel receives usage or charge information from a Pennytel Supplier or third party after the relevant billing period.

Pennytel will not issue or seek payment for Charges that applicable law, industry code or industry standard prevents Pennytel from billing.

9.6 Bills and delivery

Pennytel may provide bills and account notices by email, through a customer portal, by post where applicable, or by another method permitted under the Customer Terms or applicable law.

You must:

- provide and maintain a valid email address and other contact details;
- monitor your email account and customer portal where relevant; and
- tell Pennytel promptly if your contact details change.

9.7 Itemised bills

You may request an itemised bill for any current or past billing period.

Itemised bills include details of chargeable usage events, such as calls, SMS, data sessions where usage Charges apply, dates, destinations, durations where relevant and Charges applied.

Pennytel provides itemised bills by email at no charge and, where available, through the Customer Portal.

If you request a printed and mailed itemised bill, Pennytel may charge a fee where that fee is disclosed to you before the bill is provided and is permitted by law.

9.8 Payment due dates

You must pay each bill by the due date stated on the bill, unless Pennytel agrees to a different arrangement.

9.9 Payment methods

Pennytel may accept payment by one or more payment methods, including direct debit, debit card, credit card or other methods Pennytel makes available.

Pennytel may change available payment methods from time to time, subject to applicable law.

9.10 Failed or dishonoured payments

If a payment is dishonoured, reversed, declined or otherwise fails, Pennytel may:

- ask you to make the payment again;
- recover any reasonable failed-payment fee that is disclosed to you and permitted by law; and
- take other action permitted under the Customer Terms and applicable law.

9.11 Late payment fees

If you do not pay an amount by its due date, Pennytel may charge a late payment fee only where:

- the fee has been disclosed to you;
- the fee is not prohibited by law; and
- Pennytel is not prevented from charging it because of a payment assistance arrangement or other applicable customer protection.

9.12 Recovery costs

If an amount remains overdue and Pennytel is entitled to recover it, you may be liable for reasonable third-party recovery costs that Pennytel incurs and that are not prohibited by law.

9.13 Billing records

Pennytel's records and the records of Pennytel Suppliers may be used to calculate Charges.

Those records are evidence of Charges incurred unless shown to be incorrect.

10 Payment assistance, DFSV and protections relating to service restriction or disconnection

10.1 Payment assistance

If you are having difficulty paying your bill, you may be eligible for support under Pennytel's **Payment Assistance Policy**.

Pennytel will not take credit management action in circumstances where applicable law or the Payment Assistance Policy prohibits that action, including while:

- you are discussing payment assistance options with us;
- an application for payment assistance is being assessed; or
- you are complying with an agreed payment assistance arrangement.

10.2 Domestic, family and sexual violence support

If you tell Pennytel that you are, or may be, affected by domestic, family or sexual violence, Pennytel will act in accordance with its **Domestic, Family and Sexual Violence Information Statement** and applicable law.

Pennytel's rights under the Customer Terms to restrict, suspend, disconnect or terminate Services are subject to any protections that apply to affected customers under law and Pennytel's DFSV support arrangements.

10.3 Complaints and service action

Pennytel's rights to restrict, suspend, disconnect, terminate or take legal recovery action are also subject to any limitations that apply under Pennytel's **Complaints Handling Process**, applicable telecommunications complaints rules and other relevant law.

11 Equipment, software and access to premises

11.1 Your own equipment

Unless Pennytel supplies Equipment to you, you are responsible for ensuring that any device, modem, router, handset, cabling or other equipment you use with the Service:

- is compatible with the Service;
- complies with applicable laws and technical requirements; and
- is configured and maintained appropriately.

11.2 Pennytel-supplied Equipment

If Pennytel supplies Equipment to you:

- the Offer, Service Terms or Application will specify whether you purchase, rent, lease, borrow or otherwise receive the Equipment;
- risk in purchased Equipment passes to you on delivery, unless the applicable terms state otherwise;
- ownership of Equipment does not pass to you unless the applicable terms expressly say so; and
- you must use Pennytel-owned Equipment carefully and in accordance with any instructions provided.

11.3 Access to premises

Where Pennytel or a Pennytel Supplier reasonably requires access to your premises to install, inspect, maintain, repair, recover or remove Equipment or to provide a Service:

- you must provide reasonable access at an agreed time;
- if you do not own the premises, you must obtain the owner's consent where needed; and
- Pennytel may charge a missed appointment or site visit fee only where that fee is disclosed to you and permitted by law.

11.4 Software

Where Pennytel provides Software as part of a Service:

- you may use it only for the purposes of receiving and using that Service;
- you must comply with any applicable licence terms; and
- you must not copy, reverse engineer, modify or distribute the Software except where permitted by law or the applicable licence terms.

12 Suspension, restriction and disconnection

12.1 Customer protections apply

Pennytel's rights under this clause are subject to:

- the Australian Consumer Law;
- the Telecommunications (Financial Hardship) Industry Standard and Pennytel's Payment Assistance Policy;
- the Telecommunications (Domestic, Family and Sexual Violence Consumer Protections) Industry Standard and Pennytel's DFSV Information Statement;
- applicable complaints-handling obligations; and
- any other law, industry standard, code or regulatory requirement that limits or conditions the exercise of those rights.

12.2 When Pennytel may restrict, suspend or disconnect

Subject to clause 12.1, Pennytel may restrict, suspend or disconnect a Service where reasonably necessary because:

- Pennytel or a Pennytel Supplier needs to conduct maintenance, repairs, upgrades or other operational work;
- an emergency, natural disaster or other event outside Pennytel's reasonable control affects the Service;
- Pennytel is required or authorised to do so by law, court order, regulator or government agency;
- you notify Pennytel that a SIM, device, Equipment, password, PIN or access credential has been lost, stolen or compromised;
- Pennytel reasonably suspects fraud, scams, unauthorised use, account compromise, unlawful activity or a material security risk;
- your use of the Service materially breaches the Customer Terms or the Acceptable Use Policy;
- Pennytel reasonably believes that your use of the Service is damaging or materially affecting a Network, system, Service, Pennytel Supplier or another customer;
- Charges remain unpaid after the due date and Pennytel is permitted by law to take credit management action; or a Service Term expressly permits restriction, suspension or disconnection in a particular circumstance.

12.3 Notice

Where reasonably practicable, Pennytel will give you notice before restricting, suspending or disconnecting a Service.

Pennytel may act without prior notice where reasonably necessary to:

- comply with law;
- respond to an emergency;
- prevent fraud, scam activity or serious misuse;
- protect security or network integrity; or
- avoid material harm to Pennytel, a Pennytel Supplier, customers or the public.

12.4 Duration of suspension

Pennytel will only continue a suspension or restriction for as long as reasonably necessary to address the reason it was imposed, unless the Service is lawfully terminated.

12.5 Reconnection

Pennytel may charge a reconnection or reactivation fee only where:

- the fee has been disclosed to you;
- the fee is permitted by law; and
- the circumstances do not prevent Pennytel from charging the fee under a payment assistance arrangement or other customer protection.

13 Termination by you

13.1 Casual Services

You may terminate a Casual Service at any time by giving notice to Pennytel through an available cancellation channel. You remain liable for Charges incurred up to the termination date.

13.2 Fixed Term Services

You may terminate a Fixed Term Service before the Minimum Term expires.

If you do so, an early termination charge may apply only where:

- it was disclosed to you before you entered into the Service;
- it is payable under the applicable Offer, Application or Service Terms; and
- it is permitted by law.

13.3 Termination following adverse change

You may terminate an affected Service in accordance with clause 4.4 if Pennytel makes a change that gives you an exit right.

13.4 Termination for Pennytel breach

You may terminate the affected Service by written notice if:

- Pennytel materially breaches the Customer Terms;
- the breach is capable of remedy and Pennytel does not remedy it within 30 days after receiving written notice from you requiring it to do so; or
- the breach is not capable of remedy.

13.5 Termination where supply cannot continue

You may terminate the affected Service if Pennytel is unable to supply it for more than 30 consecutive days due to:

- a Force Majeure Event;
- the withdrawal of an essential wholesale service; or
- another cause outside Pennytel's reasonable control that prevents continued supply.

13.6 Other termination rights

Nothing in the Customer Terms limits any termination or cancellation right you have under the Australian Consumer Law or another applicable law.

14 Termination by Pennytel

14.1 14.1 Casual Services

Subject to clause 12.1 and applicable law, Pennytel may terminate a Casual Service by giving you at least **30 days' written notice**.

14.2 Fixed Term Services

Pennytel will not terminate a Fixed Term Service for convenience during the Minimum Term unless Pennytel:

- obtains your agreement;
- provides appropriate compensation;
- offers a reasonably equivalent alternative service; or
- is otherwise entitled or required to terminate under these General Terms, the Service Terms or applicable law.

14.3 Termination for breach, fraud or legal reasons

Subject to applicable law,

- a) Pennytel may terminate a Service by written notice where you materially breach the Customer Terms and:
 - i. the breach cannot be remedied; or
 - ii. the breach can be remedied but you do not remedy it within 30 days after Pennytel gives you written notice requiring you to do so;
- b) Pennytel reasonably believes that you, or a person using your Service with your authority:
 - i. is engaging in fraud, scams, unlawful conduct or serious misuse;
 - ii. is using the Service in a way that creates a material security, integrity or operational risk; or
 - iii. is materially infringing another person's rights;
- c) Pennytel is required to terminate the Service by law, court order, regulator or government agency;
- d) d. it becomes impossible or impracticable for Pennytel to continue supplying the Service for more than 30 consecutive days because:
 - i. a Force Majeure Event continues;
 - ii. a Pennytel Supplier permanently withdraws an essential service; or
 - iii. necessary network access, technology or facilities cease to be available; or
- e) you are a Business Customer and become insolvent, enter external administration or are unable to pay your debts as they fall due, and termination is permitted by law.

14.4 Termination for non-payment

Pennytel may terminate a Service for non-payment only where:

- Charges are overdue;
- Pennytel has followed any notice and credit management steps required by law;

- termination is not prohibited by a payment assistance arrangement, DFSV protection, complaint-handling obligation or other applicable customer protection; and
- termination is proportionate and lawful in the circumstances.

15 Consequences of termination

15.1 What happens on termination

When a Service ends:

- Pennytel will stop supplying that Service;
- you must pay all Charges incurred up to the termination date;
- any applicable early termination charge becomes payable if lawfully due;
- you must return Pennytel-owned Equipment where required; and
- any clauses intended to survive termination continue to apply.

15.2 Refunds and prepayments

Where Pennytel terminates a Service other than for your breach, fraud, unlawful conduct or non-payment, Pennytel will refund any unused prepaid amount for Services not supplied, unless another lawful arrangement is agreed with you.

Where a Service ends because of your breach, fraud, unlawful conduct or non-payment, Pennytel may deduct only reasonable direct costs or amounts Pennytel is lawfully entitled to retain.

15.3 Equipment returns

If you hold Pennytel-owned Equipment, you must return it within the timeframe Pennytel reasonably specifies.

If you do not return Equipment when required, Pennytel may charge you only where:

- the charge was disclosed to you;
- the Equipment was required to be returned; and
- the charge is permitted by law.

16 Liability and Australian Consumer Law

16.1 Non-excludable rights

Nothing in the Customer Terms excludes, restricts or modifies any right, guarantee, condition, warranty or remedy that cannot lawfully be excluded, restricted or modified, including rights under the Australian Consumer Law.

16.2 Pennytel's liability

Subject to clause 16.1, Pennytel is liable to you for:

- Pennytel's breach of the Customer Terms;
- Pennytel's negligence to the extent liability cannot or should not be excluded under applicable law; and
- any other matter for which Pennytel is liable under applicable law.

16.3 Exclusion of Consequential Loss

To the extent permitted by law, Pennytel is not liable for Consequential Loss arising out of or in connection with the Customer Terms or a Service.

16.4 Liability cap

To the extent permitted by law and subject to clause 16.5, Pennytel's total aggregate liability to you arising out of or in connection with a Service is limited to the total Charges paid or payable by you for the affected Service in the 12 months before the event giving rise to the claim.

16.5 Liability cap and exclusion carve-outs

The exclusion in clause 16.3 and cap in clause 16.4 do not apply to liability:

- that cannot lawfully be excluded or limited;
- for death or personal injury caused by Pennytel's negligence;
- for fraud or fraudulent misrepresentation by Pennytel;
- arising from Pennytel's wilful misconduct or gross negligence;
- arising from a breach of non-excludable consumer guarantees under the Australian Consumer Law; or
- arising from breach of obligations relating to access to emergency services where liability cannot lawfully be limited.

16.6 Services affected by events outside Pennytel's control

Subject to clause 16.1, Pennytel is not liable for delay, interruption, unavailability or reduced performance of a Service to the extent caused by:

- a Force Majeure Event;
- faults, outages or congestion in a Network or supplier facility outside Pennytel's reasonable control;
- maintenance, upgrades or repairs carried out in accordance with the Customer Terms;
- your own equipment, local network, premises or misuse of the Service; or
- acts or omissions of third parties outside Pennytel's reasonable control.

17 Your liability and indemnity

17.1 Your liability

You are liable to Pennytel for:

- Charges payable under the Customer Terms;
- your breach of the Customer Terms
- your negligence or wilful misconduct; and
- any other matter for which you are liable under applicable law.

17.2 Exclusion of Consequential Loss

To the extent permitted by law, you are not liable to Pennytel for Consequential Loss.'

17.3 Customer liability cap

To the extent permitted by law and subject to clause 17.4, your total aggregate liability to Pennytel for direct loss arising out of or in connection with the Customer Terms is limited to the total Charges paid or payable by you for the affected Service in the 6 months before the event giving rise to Pennytel's claim.

17.4 Liability cap carve-outs

The cap in clause 17.3 does not apply to:

- Charges payable for Services properly supplied;
- fraud, unlawful conduct or wilful misconduct by you;
- damage you cause to Pennytel-owned or supplier-owned Equipment or property;
- third-party claims arising from your infringement of intellectual property rights or your unlawful use of the Services; or
- any liability that cannot lawfully be limited.

17.5 Indemnity

You indemnify Pennytel against direct loss, cost, expense, damage or liability that Pennytel reasonably incurs as a direct result of:

- your material breach of the Customer Terms;
- your negligence or wilful misconduct;
- your unlawful or fraudulent use of the Services;
- your infringement of a third party's intellectual property rights through use of the Services; or
- damage you cause to Pennytel-owned or supplier-owned Equipment or property,

but only to the extent that the loss, cost, expense, damage or liability was caused or contributed to by your act or omission.

18 Privacy and communications

18.1 Privacy

Pennytel collects, holds, uses and discloses Personal Information in accordance with its **Privacy Policy** and applicable privacy laws.

18.2 Purposes of handling information

Pennytel may collect and use information reasonably required to:

- provide, activate, manage and support Services;
- verify identity, authority and eligibility;
- process applications and service requests;
- bill, collect payment and manage your Account;
- prevent fraud, scams, misuse and security incidents;
- comply with legal and regulatory obligations; and
- communicate with you about your Services.

18.3 Call recording

Calls with Pennytel are recorded unless you request that a call not be recorded.

Pennytel handles call recordings in accordance with its Privacy Policy and applicable law.

18.4 Service communications

Pennytel may send service-related communications to you, including:

- bills and payment notices;
- service alerts;
- usage notifications;
- account notices;
- security notifications;
- regulatory notices; and
- notices about changes to your Services or Customer Terms.

18.5 Direct marketing

Pennytel may send direct marketing only where permitted by law.

Where required, Pennytel will provide a functional opt-out facility and will act on opt-out requests in accordance with applicable law.

19 Confidentiality

19.1 Confidential information

If Pennytel provides you with confidential business, commercial, security or technical information that:

- is identified as confidential; or
- a reasonable person would understand to be confidential,

you must not disclose it except:

- i. to your professional advisers who are bound to keep it confidential;
- ii. where required by law;
- iii. with Pennytel's written consent; or
- iv. where the information is already public other than through your breach of this clause.

19.2 No restriction on customer rights

Nothing in this clause prevents you from:

- making a complaint;
- seeking legal, financial or consumer advice;
- contacting a regulator, ombudsman or government agency; or
- exercising a right under applicable law.

20 Force Majeure

20.1 Definition

A **Force Majeure Event** means an event or circumstance beyond a party's reasonable control that prevents, or materially hinders, that party from performing one or more material obligations under the Customer Terms, including:

- natural disaster;
- fire, flood, storm, earthquake or other severe weather event;
- war, terrorism, civil unrest or public disorder;
- strike or widespread industrial action;
- widespread utility failure;
- major telecommunications network failure outside the affected party's reasonable control;
- epidemic, pandemic or public health emergency; or
- action or direction of a government agency, regulator or court.

20.2 Suspension of affected obligations

If a party is prevented from performing a material obligation because of a Force Majeure Event:

- the affected obligation is suspended for the duration of the Force Majeure Event;
- the affected party must notify the other party as soon as reasonably practicable; and
- the affected party must use reasonable efforts to mitigate the effects and resume performance.

20.3 Prolonged Force Majeure Event

If a Force Majeure Event continues for more than 30 consecutive days and substantially prevents continued supply of a Service, either party may terminate the affected Service by giving at least 7 days' written notice.

No early termination charge applies where a Service is terminated under this clause.

21 Assignment and transfer

21.1 Assignment by Pennytel

Pennytel may assign, novate or transfer the Customer Terms, your Account or any Service:

- to a related body corporate; or
- as part of a sale, transfer, restructure or reorganisation of all or part of Pennytel's business,

provided that:

- i. your rights under the Customer Terms are not materially reduced; and
- ii. the transferee assumes Pennytel's relevant obligations to you.

Pennytel will give you notice of any such assignment, novation or transfer where required by law or reasonably practicable.

21.2 Other assignment

Pennytel may otherwise assign or transfer the Customer Terms or a Service to another telecommunications provider with your prior consent, which you must not unreasonably withhold or delay where the proposed transfer does not materially reduce your rights.

21.3 Assignment by you

You must not assign, novate, transfer or otherwise deal with your rights or obligations under the Customer Terms without Pennytel's prior written consent, unless the applicable Service Terms state otherwise.

22 Notices

22.1 Notices from you

A formal notice from you under the Customer Terms must be given in writing using a Pennytel contact method made available for that purpose.

22.2 Notices from Pennytel

Where permitted by law, Pennytel may give a notice to you by:

- email to the email address recorded on your Account;
- SMS to a mobile number recorded on your Account;
- post to the postal address recorded on your Account;
- notice through the Customer Portal;
- notice included with or on a bill; or
- another method permitted under applicable law or expressly agreed with you.

22.3 Deemed receipt

Unless applicable law requires a different approach:

- email is taken to be received when sent, unless Pennytel receives a delivery failure notification;
- SMS is taken to be received when sent, unless Pennytel receives a delivery failure notification;
- post is taken to be received on the fourth business day after posting; and
- portal notices are taken to be received when Pennytel notifies you that the notice is available.

23 Complaints

If you have a complaint about Pennytel, a Service or the Customer Terms, Pennytel will handle it in accordance with its Complaints Handling Process — Including Network Outage Complaints.

If you are not satisfied with how Pennytel handles your complaint, you may have the right to contact the Telecommunications Industry Ombudsman.

24 General

24.1 Severance

If any part of the Customer Terms is void, invalid or unenforceable, that part is severed to the extent necessary and the remainder continues in full force and effect.

24.2 Waiver

A waiver of a right under the Customer Terms is effective only if it is in writing.

A failure or delay in exercising a right does not waive that right.

24.3 Entire agreement

The Customer Terms record the entire agreement between you and Pennytel for the relevant Service, subject to any rights that cannot be excluded by law.

24.4 No partnership or agency

The Customer Terms do not create a partnership, joint venture, employment or agency relationship between you and Pennytel.

24.5 Governing law

The Customer Terms are governed by the laws of **New South Wales, Australia**.

25 How to contact Pennytel

You can contact Pennytel in the following ways:

- **Phone:** 1300 232 888 Monday to Friday, 9:00am to 5:00pm AET
- **Email:** support@pennytel.com.au
- **Website chatbot:** Penny is available on the Pennytel website
- **Customer Portal:** Existing customers may also contact us directly through the Pennytel Customer Portal.

Our services come with guarantees under the Australian Consumer Law that cannot be excluded. Nothing in these General Terms excludes, restricts or modifies your rights under the Australian Consumer Law.

PART A — VOICE SERVICES

1 Application of this Part

This Part A applies if Pennytel supplies you with Voice Services.

It applies in addition to the General Terms. If there is an inconsistency between this Part A and the General Terms, this Part A prevails to the extent of the inconsistency for Voice Services.

2 Voice Services

2.1 What Voice Services may include

Voice Services may include:

- a. SIP trunks;
- b. hosted PBX services;
- c. cloud voice services;
- d. Teams Calling services;
- e. inbound number services, including 13, 1300 and 1800 numbers where offered;
- f. call carriage and outbound calling;
- g. associated features such as voicemail, call forwarding, call routing and other voice features; and
- h. any other voice-related service specified in the applicable Offer, Application or Service Terms.

2.2 Service availability

Voice Services are supplied subject to:

- a. availability;
- b. geographical and technical capability;
- c. customer premises suitability where relevant;
- d. availability of required upstream or wholesale services; and
- e. completion of any required setup, activation, porting or configuration steps.

2.3 Service performance

Subject to the Australian Consumer Law and applicable law, Pennytel does not guarantee that Voice Services will be uninterrupted or fault-free at all times.

Some Voice Services rely on internet connectivity, power, devices, local networks and third-party platforms.

3 Service number portability

3.1 A3.1 Porting numbers to Pennytel

Where a telephone number is portable and Pennytel agrees to accept the port, you may request that the number be transferred to Pennytel.

You must provide all information and authorisations reasonably required to process the port.

3.2 Effects of porting

By requesting a port to Pennytel, you acknowledge that:

- only the number is transferred, not the existing service, features or contract with your previous provider;
- your existing provider may disconnect or finalise services associated with that number;
- you may remain liable to your existing provider for any cancellation, early termination or other charges under your agreement with them;
- some features or configurations associated with your existing service may not transfer; and
- Pennytel cannot guarantee that a number will be successfully ported where the request is rejected, incomplete or not technically feasible.

3.3 Correcting and resubmitting port requests

Where a port request is rejected because of incorrect or incomplete information, Pennytel may ask you for corrected information and may resubmit the request if you authorise Pennytel to do so.

3.4 Withdrawing a port request

You may withdraw a port request before the point at which the port can no longer be cancelled under applicable industry processes.

Withdrawal of a port request does not automatically cancel any other Customer Terms or Service order unless Pennytel agrees or the applicable terms provide otherwise.

3.5 If a number cannot be ported

If a number cannot be ported, Pennytel may offer you a new number if available and appropriate.

3.6 Porting away from Pennytel

If you wish to transfer a number away from Pennytel, you must contact the gaining provider. Pennytel will cooperate with valid porting requests in accordance with applicable law and industry processes.

4 Voice Service Charges

Charges for Voice Services are set out in the applicable:

- Offer;
- Application;
- Service Terms;
- Rate Schedule; or
- Critical Information Summary where applicable.

Pennytel may vary Charges only in accordance with the Customer Terms and applicable law.

5 Voice Equipment

5.1 Equipment

Where Pennytel supplies Equipment in connection with Voice Services, the relevant Offer, Application or Service Terms will state whether that Equipment is:

- purchased by you;
- rented, leased or loaned; or
- otherwise supplied for your use.

5.2 Responsibility for Equipment

You must:

- use the Equipment only for its intended purpose;
- keep Pennytel-owned Equipment safe and in reasonable condition, fair wear and tear excepted;
- not alter, repair, relocate or interfere with Pennytel-owned Equipment except with Pennytel's consent; and
- provide reasonable access where Pennytel or a Pennytel Supplier needs to inspect, install, maintain, repair, recover or remove Equipment.

5.3 Risk in purchased Equipment

If you purchase Equipment from Pennytel, risk passes to you on delivery unless the relevant Offer or Service Terms state otherwise.

6 Voice faults and support

6.1 Reporting faults

You should report Voice Service faults to Pennytel as soon as practicable.

6.2 Troubleshooting

Before reporting a fault, you should take reasonable steps to check whether it may be caused by:

- local power;
- your internet connection;
- your local network;
- third-party equipment or software not supplied by Pennytel; or
- configuration changes made by you or your contractor.

6.3 Assistance and access

You must provide reasonable assistance and access Pennytel or a Pennytel Supplier requires to investigate or address a Voice Service fault.

6.4 No-fault charges

Where Pennytel attends a premises or undertakes work in response to a reported fault and no Pennytel fault is found, Pennytel may charge a fee only where that fee was disclosed to you and is permitted by law.

PART B — DATA AND INTERNET SERVICES

1 Application of this Part

This Part B applies if Pennytel supplies you with Data and Internet Services.

It applies in addition to the General Terms. If there is an inconsistency between this Part B and the General Terms, this Part B prevails to the extent of the inconsistency for Data and Internet Services.

2 Provision of Data and Internet Services

2.1 Availability and qualification

Data and Internet Services are supplied subject to:

- service availability;
- geographical and technical capability;
- qualification of the relevant premises or location;
- availability of required wholesale or network infrastructure; and
- completion of any required activation, installation or configuration steps.

2.2 Service performance

Subject to the Australian Consumer Law and applicable law, Pennytel does not guarantee that Data and Internet Services will be uninterrupted, latency-free, congestion-free or suitable for every application.

If you require a service for a critical application needing continuous or fault-free connectivity, you are responsible for assessing whether the relevant Data and Internet Service is suitable and obtaining appropriate redundancy or backup arrangements where needed.

3 Minimum Term and continuation

If a Data and Internet Service is supplied for a Minimum Term, the Minimum Term will be set out in the applicable Offer, Application or Service Terms.

Unless the applicable Offer, Application or Service Terms state otherwise, a Fixed Term Data and Internet Service continues as a Casual Service after the Minimum Term expires.

4 Data and Internet Service Charges

Charges for Data and Internet Services are set out in the applicable:

- Offer;
- Application;
- Service Terms;
- Rate Schedule; or
- Critical Information Summary where applicable.

Pennytel may vary Charges only in accordance with the Customer Terms and applicable law.

5 Moves, upgrades and changes

5.1 Moving a Service

If you ask Pennytel to move a Data and Internet Service to a new address:

- Pennytel will assess whether the Service is available at the new address;
- move or relocation charges may apply if disclosed to you; and
- if the Service is not available at the new address, Pennytel will discuss available options with you.

5.2 Upgrades and downgrades

You may request changes to a Data and Internet Service where Pennytel makes that option available.

Any change may be subject to:

- service availability;
- applicable pricing changes;
- a new Minimum Term where expressly disclosed and agreed; and
- any other conditions stated before the change is made.

6 Acceptable Use Policy

If you use a Data and Internet Service, you must comply with Pennytel's **Acceptable Use Policy**.

7 Software

7.1 Pennytel-supplied Software

If Pennytel provides Software in connection with a Data and Internet Service, you may use it only in accordance with the applicable licence terms and only for receiving or using the relevant Service.

7.2 Third-party Software

You are responsible for obtaining and maintaining any third-party software needed to use your own devices, systems or local network unless Pennytel expressly agrees otherwise.

Pennytel is not responsible for supporting third-party software unless Pennytel expressly agrees to provide that support.

8 Data and Internet Equipment

8.1 Equipment supplied for Data and Internet Services

Pennytel or a Pennytel Supplier may provide modem, router or other Equipment for use with a Data and Internet Service.

The Offer, Application or Service Terms will specify whether that Equipment is:

- purchased by you;
- rented, leased or loaned; or
- otherwise supplied for your use.

8.2 Your own Equipment

If you use your own modem, router or network equipment:

- it must be compatible with the Service;
- Pennytel may not support all functions of that Equipment; and
- Pennytel is not responsible for faults caused by your Equipment or local network.

8.3 Risk in purchased Equipment

If you purchase Equipment from Pennytel, risk passes to you on delivery unless the applicable Offer or Service Terms state otherwise.

9 Installation and premises access

9.1 Installation

Where installation is required:

- Pennytel will advise you of the installation process and any Charges that apply;
- you must ensure the premises are reasonably ready for installation; and
- you must provide reasonable access at the agreed appointment time.

9.2 Site-specific work

If work beyond the standard installation scope is required, Pennytel will tell you about any additional work and charges before proceeding where reasonably practicable.

9.3 Missed appointments

Pennytel may charge a missed appointment or site visit fee only where that fee is disclosed to you and permitted by law.

9.4 Local configuration

Pennytel will use reasonable endeavours to assist with setup where support is included in the relevant Service.

However, the configuration of your local network, devices and non-Pennytel equipment remains your responsibility unless Pennytel expressly agrees otherwise.

10 Fault reporting and maintenance

10.1 Reporting faults

You should report Data and Internet Service faults to Pennytel as soon as practicable.

10.2 Initial checks

Before reporting a fault, you should take reasonable steps to check whether it may be caused by:

- local power;
- your modem, router or local network;
- Wi-Fi performance inside your premises;
- your own devices or software; or
- another issue outside Pennytel's responsibility.

10.3 Pennytel's responsibilities

Pennytel will use reasonable endeavours to investigate and address faults for which Pennytel is responsible.

Where a fault lies within a Pennytel Supplier network, Pennytel will take reasonable steps to notify or escalate the issue to that supplier.

10.4 Access and cooperation

You must provide reasonable access and assistance Pennytel or a Pennytel Supplier needs to investigate or address a fault.

10.5 No-fault charges

Where Pennytel attends a premises or undertakes work in response to a reported fault and no Pennytel fault is found, Pennytel may charge a fee only where that fee was disclosed to you and is permitted by law.