

STANDARD FORM OF AGREEMENT (SFOA) GENERAL TERMS AND CONDITIONS

I. ABOUT THESE TERMS

These General Terms and Conditions (Terms) set out the standard terms and conditions that apply to the supply and use of Circles Australia Pty Ltd's mobile telephone Products and Services.

These Terms form part of Circles Australia Pty Ltd's Standard Form of Agreement (SFOA). Documents that form the SFOA include:

1. These General Terms and Conditions;
2. Applicable Service Description that apply to the Service supplied;
3. Applicable Product Description that apply to Products supplied;
4. Value Added Service Description that applies to value added services available as part of the Service supplied;
5. Standard Pricing Table;
6. Billing and Payment Policy; and
7. Other policies referred to in these Terms and the above documents.

The latest version of these Terms, the documents referred to above and our policies can be accessed via the [Circles.Life Legal Site](#).

II. DEFINITIONS

Unless otherwise stated, the following words or phrases have the following meanings under the Terms:

1. Business Day: Means a day that is neither (i) a Saturday or Sunday, nor (ii) a public holiday in your local state or territory.
2. Circles Australia, Circles.Life, we or us: Means Circles Australia Pty Ltd.
3. Circles.Life Account: Means the account created upon subscription as a customer of Circles Australia Pty Ltd via the Circles.Life Website or App at the following link: http://www.Circles.Life/my_profile.
4. Circles.Life app: Means the app created and managed by Circles.Life that allows customers to manage and control their Circles.Life plan.
5. Circles.Life Website or App: Means <http://www.Circles.Life/au/> or the Circles.Life app.
6. Content: Means any images, text, videos or any other visual content displayed on the Circles.Life Website or App.
7. Contract: Means the contract formed upon activation of a Service in accordance with your Order through the Circles.Life Website or App.
8. Customer or you: Means any individual who places an Order on the Circles.Life Website or App.
9. Customer Happiness: Means the Circles.Life's customer care service which may be contacted as indicated in 'section XI. Complaints and Contact'.
10. Financial Hardship Arrangement: Means an arrangement agreed between you and us for the provision of financial hardship assistance in accordance with our [Financial Hardship Policy](#).
11. Mobile Number: Means a mobile telephone number that we issue to you, or which you have ported from another provider for use with a Service in accordance with the relevant Services Description.
12. Order: Means an order submitted by you on the Circles.Life Website or App to purchase a Product or Service from us;
13. Order Confirmation: Means an email from Circles Australia Pty Ltd to you, in which we acknowledge your Order.
14. Products: Means any products available for sale on the Circles.Life Website or App and includes SIM Cards.
15. Services: Means services (including mobile telephone services) provided to you.

III. ELIGIBILITY AND ACCOUNT REGISTRATION

Please note that to place an order, you must be over eighteen (18) years of age. If you are under eighteen (18), you must be supervised and have the consent of your parent or legal guardian to place an order for Circles.Life services.

In placing an order with Circles.Life, you warrant and represent that all information provided to us at the point of order is accurate and true. You are required to inform us promptly of any changes to your information. At the point of subscription, we may conduct various verification measures to ensure that the information you have provided to us is correct and valid, including but not limited to your credit card details, personal details and your identification documents.

At the point of subscription, we may require further verification and we may carry out a credit assessment in accordance with our [Credit Reporting Policy](#) to ensure you are able to demonstrate the ability to make payment(s) for the potential use of Circles.Life Services and to confirm your identity.

An individual must not be subscribed for or otherwise hold more than five (5) Circles.Life Accounts at any time.

We reserve the right to accept or refuse a subscription request for a Circles.Life Account at our sole discretion, at any time, and for any reason, including but not limited to, a failure to satisfy any verification measures or credit assessment or an excessive number of existing Circles.Life Accounts registered to the same person.

IV. SERVICES, PRODUCTS AND DELIVERY

The provision of, and your use of, Services and Products supplied by us are subject to the applicable Service Description or Product Description that apply to the particular Services or Products in addition to these Terms.

We reserve the right to withdraw any Services or Products from the Circles.Life Website or App at any time and/or remove or edit materials or Content provided on the Circles.Life Website or App. We will endeavor to always process all Orders but in exceptional circumstances, we may refuse to process an Order even after we have sent you an Order Confirmation, and we reserve the right to do so at our sole discretion at any time. If we cancel your Order and you have already made payment for your Order, we will refund the full amount paid by you. We will not be liable to you or any other third party for or in connection with withdrawing any Product or Services from the Circles.Life Website or App.

Whilst we make best efforts to ensure that all details, descriptions and prices which appear on the Circles.Life Website or App or in our Standard Pricing Table and the relevant Service Descriptions and Product Descriptions are accurate, there may be errors. If we discover an error in the price of any Service or Product which you have ordered, we will inform you as soon as possible and give you an option to reconfirm your Order at the correct price or cancel it. If we are unable to contact you, we will treat the Order as cancelled.

All prices are inclusive of GST and are in Australian Dollars. Delivery costs may be charged on an additional basis if applicable and will be clearly displayed and included in the final total price of your Order.

Delivery shall only be made to the customer's delivery address provided to us during online subscription, or as agreed with us in writing prior to delivery. Delivery is handled by our third party distributor, delivery and warehousing service providers. Our delivery provider may require the person receiving the delivery to provide valid photo identification.

Subject to section VII (Consumer Rights and Limitations of Liability), we are not liable for any losses, liability, costs, damages, charges or expenses arising out of late delivery.

Please note that we may not be able to deliver to some locations. In such an event, we will inform you using the contact details you provided to us in your Order to arrange for cancellation of the Order or for delivery to an alternative delivery address. All risks in the Product shall be passed on to you upon delivery.

If you requested for one or more redelivery attempts after the failure of the first delivery attempt of any Circles.Life Order you placed, including but not limited to SIM cards, you will be liable for an \$15 AUD re-delivery fee for each additional delivery attempt performed. If an additional delivery attempt request is due to a delivery failure on our end or at the end of our delivery partner, Circles.Life will waive this \$15 AUD re-delivery fee after investigation.

For additional terms and conditions that apply to any ordered Services or Products, including any relevant minimum terms and termination rights, please refer to the relevant Service Description or Product Description.

V. PAYMENT FOR SERVICES

You will need to pay for Services in accordance with the Services subscribed by you. Applicable charges, fees and the details of

billing arrangements will be set out in the Service Description applicable to the Service, our [Standard Pricing Table](#) and our [Billing and Payment Policy](#). Some services may be subject to credit caps or caps on usage in order to prevent bill shock and to manage credit risk. Information on caps are included in the documents referred to above. We may store payment information provided by you for handling any future payment by you in relation to the Services.

If you are experiencing financial difficulty in paying for the Services, we can assist you in accordance with our Financial Hardship Policy. We also have a variety of spend management tools to help you manage your usage. You can also request for further information by emailing aus.financialhardship@circles.asia.

In addition to the fees and charges you incur in the normal use of the service, we may charge you for one-time fee charges and other similar charges. These costs may include subscription fee, port-in fee, delivery fee, late payment fee, SIM replacement fee, number change fee, special number fee, deposit fee, termination fee. The fees are listed in our Standard Pricing Table.

If you use the services of a third-party through Circles.Life, you will be billed at the third-party's applicable rates and charges. We may bill you directly for your use of the services of a third-party, acting in our capacity as that third-party's billing agent only. The emergency call numbers in Australia are 000, 112 and 106. These calls are free, and can be made even if the SIM card is suspended or disconnected. These numbers should only be used in reporting a life threatening or time critical event.

A failure by you to meet your payment obligations (including in the event of a chargeback effected by a credit/debit card company, a bank or any other accredited organisation on behalf of you) may result in the suspension of your account and disconnection or suspension of Services. We will notify you at least five Business Days prior to the restriction or suspension of the Services and provide you with details of the consequences of your non-payment, including any debt collection or legal action that may be taken against you to recover the unpaid debt and information about financial hardship assistance that may be available to you.

You may request us to review any decision to suspend or disconnect your Service. As part of the review, we may request that you follow the process set out in our Complaints Handling Policy. We will not take any debt collection or legal action against amounts that are the subject of an open review or complaint or if you are currently on and complying with a Financial Hardship Arrangement.

If you are dissatisfied with the outcome of the review, you may make a complaint in accordance with section XI (Complaints).

VI. YOUR RESPONSIBILITIES

In your access and/or use of the Circles.Life Website, App, or any Services, you shall not:

1. Commit or encourage criminal offences, transmit or distribute a virus, including but not limited to Trojan horse, worm, logic bomb;
2. Post any other material on the Circles.Life Website or App or any Circles.Life social media channels which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
3. Hack into, decompile, distribute or modify any aspect of the Services, Circles.Life Website or App or any Circles.Life social media channels;
4. Corrupt, delete, distort, create unauthorised copies or disclosures of any data;
5. Conduct any act that cause annoyance to other users on the Circles.Life Website or App, any Circles.Life social media channels or the Services;
6. Infringe any rights of any third party's proprietary rights;
7. Send or post any unsolicited advertising or promotional material;
8. Attempt to affect or monitor the performance or functionality of any computer facilities of, or accessed through, the Circles.Life Website or App, any Circles.Life social media channels or the Services;
9. Conduct any act that is likely to cause confusion amongst customers or discredits, misleads or distorts the reputation of Circles Australia Pty Ltd, the Circles.Life Website or App or any Circles.Life social media channels.

You must not subscribe to, register for, activate, or otherwise seek to obtain the supply of, more than five (5) Services at any one time. We may contact you if we become aware of excessive registrations for, or activations of, the Service by you or an unusually high use of the Service by you (including to verify any costs or charges which you may have incurred). However, we are under no obligation to do so. For example, if you suddenly make an unusually high volume of calls to international destinations using the Service, we may contact you to determine whether that use is likely to continue.

Calling Number Display:

You agree that your Mobile Number will be sent to, and may be visible to, each person you make a call or communicate with. You can choose to deactivate Calling Number Display either:

- Through a function on your Mobile Phone (if it has the necessary technical capability); or
- On a call-by-call basis, by dialing 1831 before you dial a number,
- We will pass that preference to the network operator of the person you are communicating with. We cannot guarantee that the other network operator will ensure your Mobile Number is blocked and not displayed to the other person.

When you contact Customer Happiness we will be able to view your Mobile Number even if you have chosen to deactivate calling number display.

You agree that you understand that your Mobile Number will be sent to, and will be visible on the screen of the phone of each person you send a Short Message Service (SMS) message, and that the sending of your Mobile Number with SMS messages cannot be deactivated.

You agree that you understand that your Mobile Number will be sent to, and will be visible to the emergency call person and emergency services operators when you call emergency service numbers (000, 112 or 106) on a mobile phone using Circles.Life services, and that the sending of your Mobile Number to the emergency call person and emergency services cannot be deactivated.

VII. CONSUMER RIGHTS AND LIMITATIONS OF LIABILITY

Nothing in this clause or these Terms limit or exclude any rights you may have at law that cannot be limited or excluded, including under the Competition and Consumer Act 2010 (Cth) (CCA).

At law, including under the CCA, certain guarantees, conditions or warranties may be imposed that cannot be excluded from these Terms or a Contract (Non-excludable Conditions). Where these Non-excludable Conditions relate to goods or services that are not of a kind ordinarily acquired for personal, domestic or household use and it is fair and reasonable for us to do so, our liability to you for breach of any such Non-excludable Conditions is limited to resupplying, repairing or replacing the goods or services or paying for the resupply, repair or replacement of the goods or services at our option.

In addition to your rights under these Terms or a Contract and the CCA you may also have rights under legislation, regulations, telecommunications industry codes, guidelines and dispute resolution processes and the general law, such as:

1. The Telecommunications Act 1997;
2. Fair trading legislation and regulations in your State or Territory;
3. Industry codes registered with the Australian Communications and Media Authority (ACMA), including the Telecommunications Consumer Protection Code;
4. Contacting the Australian Competition and Consumer Commission or the office of fair trading in your State or Territory; and
5. Contacting the Telecommunications Industry Ombudsman.

Subject to any Non-excludable Conditions, Circles Australia Pty Ltd does not warrant that the Circles.Life Website or App and any Services provided on the Circles.Life Website or App will be provided uninterrupted or available at all times or free from errors or that any identified defect will be corrected. In particular, you acknowledge that telecommunications Services are dependent on third-party suppliers that provide services to us. We do not control, and are not responsible for any interruption, degradation or failure of the service to the extent it is caused or contributed to by these third-party suppliers.

Except in relation to any Non-Excludable Conditions, and to the fullest extent allowed by the law, the use of the Circles.Life Website or App, any Circles.Life social media channels, Services and Products are at your own risk and in no event will Circles Australia Pty Ltd or its suppliers be liable for any direct, indirect, incidental, special, punitive or consequential damages, losses, costs or expenses including without limitation loss of revenue or profit (collectively, "Losses") whether based on warranty, contract, tort (including negligence), strict liability under statute or otherwise, and whether or not Circles Australia Pty Ltd is advised of the possibility of such Losses suffered or incurred by you by reason of or in connection with the use of the Circles.Life Website or App, any Circles.Life social media channels, Services or Products.

We shall not be liable to you for any breach or delay in the performance of Services or a Contract attributable to any cause

beyond our reasonable control. In the event such breach or delay lasts for more than one (1) week, we may terminate the Service by written notice and without any liability other than a refund of the price of the Service or Product already paid for by you and not delivered.

VIII. PRIVACY AND CREDIT REPORTING

We will collect any personal information (as defined in the Privacy Act 1988 (Cth), in accordance with applicable law and our Privacy Policy and Credit Reporting Policy. You consent to the use of your personal information in accordance with these policies.

IX. NOTICES

Any notice under these Terms or a Contract shall be given in writing, whether via letter or email, to the relevant party at the address or email address last known to the other party. Notices given by post shall be deemed to have been served within two (2) Business Days of being posted to the recipient's address in Australia. Any notice by email shall be deemed to have been served within two (2) Business Days of the email being sent.

X. CIRCLES.LIFE WEBSITE OR APP AND SOCIAL MEDIA CHANNELS CONTENT

All content included in or made available through the Circles.Life Website or App or any Circles.Life social media channels is the property of Circles Australia Pty Ltd or its content suppliers and is protected by applicable copyright laws. All such rights are fully reserved by Circles Australia Pty Ltd and its licensors.

XI. COMPLAINTS AND CONTACT

You may make a complaint or comment through one of the following methods:

1. Email to [happinessau@circles.asia]
2. Live Chat via the Circles.Life website or App
3. Calling 1300 863 004;
4. Letter sent to address PO BOX 1006, North Sydney NSW 2059
5. Online at [<https://www.Circles.Life/au/complainthandling>]

Please clearly indicate in the title of the communication the nature of complaint or comment. Upon receiving your complaint, we will acknowledge receipt of the complaint within 2 business days of receiving the complaint. We will try to resolve complaints or disputes when they first arise in accordance with our complaints handling policy, which can be found at the following link: <https://www.Circles.Life/au/complainthandling>.

If you are not satisfied with how we handled your dispute or complaint, you may refer the dispute or complaint to external arbiters, such as the Telecommunications Industry Ombudsman, the Fair Trading or Consumer Affairs Office in your State or Territory or the Privacy Commissioner.

Circles.Life is committed to making its communication channels accessible to all, in particular the vulnerable and disadvantaged. You may contact Circles.Life via Chat, Email, or the Web.

XII. LINKING TO THE CIRCLES.LIFE WEBSITE OR APP

You may link to our Home Page, provided you do so in a way that is fair and legal and does not damage our reputation. However, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link on any website that is not owned by you.

The Circles.Life Website or App must not be framed on any other website, nor may you create a link to any part of the Circles.Life Website or App other than the Home Page. We reserve the right to withdraw linking permission without notice.

XIII. GENERAL

Entire Agreement

The Terms and the terms of other applicable Standard Form of Agreement documents apply to all Orders and Contracts made or to be made by us for the sale and supply of Products and Services. The Terms and the terms of other applicable Standard Form of Agreement documents constitute the entire agreement between you and Circles Australia Pty Ltd and supersede any and all preceding and contemporaneous agreements between us.

Cancellation

The relevant Services Description includes information about any applicable minimum terms or termination notice periods that apply to your Service.

In addition, you may cancel a Service by giving us notice, if:

- We breach a material term of the Contract applicable to the Service and we cannot remedy that breach, including where there are prolonged or repeated interruptions to your access to or use of, the Service and the loss was not as a result of circumstances reasonably attributable to you or equipment that we are not responsible for, such as equipment that is owned by you or is not leased or provided by us (or our personnel) for you to use in connection with the service;
- We breach a material term of the Contract applicable to the Service and we can remedy that breach, but we do not remedy that breach within 30 days after you give us notice requiring us to do so; or
- Any intervening event prevents the supply of the Service in accordance with the Contract for more than 14 days.

Circles.Life may also cancel a Service by giving you notice, if:

- There is an emergency;
- We reasonably suspect fraud by you or any other person in connection with the Service,
- Any amount owing to us in respect of the service is not paid by its due date and we give you notice requiring payment of that amount and you fail to pay that amount in full within five (5) business days after we give you that notice, unless otherwise set out in the Contract applicable to the Service or you have entered into, and are complying with, a Financial Hardship Arrangement;
- We reasonably consider you a credit risk and you do not enter into and comply with a Financial Hardship Arrangement;
- You breach a material term of the Contract applicable to the Service and you cannot remedy that breach;
- You breach a material term of the Contract applicable to the Service and you can remedy that breach, and you do not remedy that breach within 30 days after we give you notice requiring you to do so;
- We are required to do so to comply with an order, instruction, request or notice of a regulator, an emergency services organisation, any other competent authority or by authorisation of or under law;
- You suffer an insolvency or bankruptcy event and we reasonably believe we are unlikely to receive payment for amounts due;
- You die or if you are in a partnership and the partnership is dissolved or an application is made to dissolve the partnership, and we reasonably believe we are unlikely to receive payment for amounts due;
- The Service is suspended for more than 14 days, unless otherwise set out in the Contract applicable to the Service;
- Any intervening event prevents the supply of the service in accordance with the agreement for more than 14 days, or
- We are otherwise entitled to do so under the Contract applicable to the Service.

In most circumstances, we will give you as much notice as we reasonably can before we cancel the Service. However, in some circumstances, for example in an emergency or if we consider your use of the Service is unreasonable and in breach of Circles.

Life policies, we may cancel the Service without notice to you.

You can request for a cancellation of a Service by calling us. Your call will be noted as a request to cancel the Service.

You may also be able to cancel a Service by electing to have an equivalent service to be supplied by another carrier or carriage service provider (including, by churning). That carrier or carriage service provider will inform us that you have elected to have the relevant Service supplied by them instead or have churned to them and we will cancel your Circles.Life Service immediately upon notice.

The cancellation date of the Service will be processed at the end of the month, when you have provided notice that you wish to cancel, or the date notified by us if we have notified you that the Service will be cancelled. The Service will be cancelled on the cancellation date. You will not be able to use the Service after the cancellation date.

The Contract applicable to the Service terminates on the cancellation date.

If a Service is Cancelled:

- You are liable for any charges incurred (including the cancellation fee, and outstanding equipment charges if any) up to, and including, the cancellation date (you should check the applicable Service Description and Standard Pricing Table for your Service for details of any applicable cancellation fee);
- Because an intervening event prevents the supply of the service in accordance with the Contract applicable to the Service for more than 14 days, you are liable for any charges incurred (including outstanding or equipment charges if any) up to the cancellation date. However, unless it is fair and reasonable for us to do so, we will not charge you any cancellation fee in these circumstances;
- You authorise us to apply any overpayment on your account and/or money that you have paid in advance for the Service which is being cancelled to pay for any undisputed outstanding charges (including the cancellation fee, if any);
- We will refund any overpayment on your account where applicable; and
- If you have agreed in accordance with the Service Description to pay for the Service by automatic payments (either from your credit/debit card), you authorise us to debit any undisputed outstanding charges (including any cancellation fee, if any) from your credit/debit card or bank account.

If you wish to reinstate the Service, you should contact us. We may agree or refuse to reinstate the Service at our discretion. If the Service is cancelled as a result of circumstances reasonably attributable to you and we reinstate the Service, then you may have to pay us a reconnection or reactivation fee.

If you are able to use the Service after the cancellation date, you are liable for any charges incurred by you for that use.

In addition to the charges mentioned above, you may be liable for other fees and charges upon cancellation (including in relation to equipment obtained or leased from us or our personnel), depending on the terms of your Contract applicable to the Service.

Suspension

We may suspend your Service at any time, if:

- There is an emergency;
- Doing so is necessary to allow us or a supplier to repair, maintain or service any part of the Circles Australia network or a supplier's network used to supply the Service;
- We reasonably suspect fraud by you or any other person in connection with the Service;
- We reasonably believe there has been an unusually high use of the Service;
- We reasonably believe that you have subscribed for or activated more than five (5) Circles.Life Accounts or Services;
- Any amount owing to us in respect of the service is not paid by its due date and we give you notice requiring payment of that amount and you fail to pay that amount in full within five (5) business days after we give you that notice, unless otherwise set out in the Contract applicable to the Service or you have entered into and you are complying with a Financial Hardship Arrangement;
- We reasonably consider you a credit risk because you have not paid amounts owing to us or any Circles Australia

group company (which is not the subject of a valid dispute) in respect of any Service is not paid by its due date and you are given notice requiring payment of that amount by that Circles group company and you fail to pay that amount in full within the required period and you have entered into, and are complying with, a Financial Hardship Arrangement,

- You breach a material term of the Contract applicable to the Service and you cannot remedy that breach;
- You breach a material term of the Contract applicable to the Service (other than a breach which separately gives rise to rights under this paragraph) and you can remedy that breach, and you do not remedy that breach within 30 days after we give you notice requiring you to do so;
- We are required to do so to comply with an order, instruction, request or notice of a regulator, an emergency services organisation, any other competent authority or by authorisation of or under law;
- Problems are experienced interconnecting the Circles.Life network with any supplier's network;
- You suffer an insolvency or bankruptcy event and we reasonably believe we are unlikely to receive payment for amounts due;
- You die or if you are a partnership and the partnership is dissolved or an application is made to dissolve the partnership, and we reasonably believe we are unlikely to receive payment for amounts due; or
- We are otherwise entitled to do so under the Contract applicable to the Service.

In most circumstances, we will give you as much notice as we reasonably can before we suspend the Service. However, in some circumstances, for example in an emergency or if we consider your use of the Service is unreasonable and in breach of our Circles.Life policies, we may suspend the Service without notice to you.

If we suspend supply of the Service, we may terminate supply of the Service to you at any time for the same or a different reason.

What Happens When the Service is Suspended?

- If the Service is suspended, you will have to pay any applicable minimum monthly charges for the service while it is suspended, unless you are entitled to a refund or rebate as set out below.
- If the service is suspended and the suspension was not as a result of circumstances reasonably attributable to you or equipment that we are not responsible for, such as equipment that is owned by you or is not provided or leased by us (or our personnel) for you to use in connection with the service, you will be entitled to a refund or a rebate of any applicable minimum monthly charges for the period of suspension. You should contact Customer Happiness for your refund or rebate.
- If the service is suspended as a result of circumstances reasonably attributable to you, you may have to pay us a suspension fee. You should check the relevant Standard Pricing Table for the service concerned to see if a suspension fee applies;
- If you wish to lift the suspension you should contact our Customer Happiness team.

Variation

We reserve the right to amend the Terms at any time without prior notice to you if they do not adversely affect your use of the Services or the provision of the Products. All such amendments to the Terms will be effective on the date it is published online on the Circles.Life Website or App. Your continued use of the Circles.Life Website or App and Services will be deemed to constitute acceptance of the amended Terms.

We will provide at least thirty (30) days' notice of any changes to the Terms that may adversely affect your use of the Services or provision of the Products, in which case, if you do not agree to the changes, you may terminate your Contract with Circles.Life and we will refund you any prepaid amounts you have provided for any Services or Products you have not received.

When you submit an Order on the Circles.Life Website or App, you and your Order will be subject to the Terms current on the date you submit the Order.

Governing Law and Dispute Resolution

These Terms and any Contract shall be governed and construed in accordance with the laws of New South Wales, Australia. You and we submit to the exclusive jurisdiction of the courts of NSW, Australia. All dealings, correspondence and contracts between

you and Circles Australia Pty Ltd must be made or conducted in English.

Third Party Rights

No person who is not a party to these Terms or a Contract shall acquire any rights under it or be entitled to benefit from any of the terms therein, even if that person has relied on any such term or has indicated to any party to the Terms or Contract its assent to any such Term.

Assigning Responsibilities to a Third Party

We may assign some or all of our rights under these Terms or a Contract (where those rights are assignable) to any person. We may perform any of our obligations under these Terms or a Contract by arranging for them to be performed by another person. We will still be responsible for the performance of the obligations.

You may assign your rights to a third party, under a Contract (where those rights are assignable) so long as you have our prior written consent.

You may transfer your obligations under the agreement if:

- The person to whom you are transferring the obligations:
 - ▷ Provides satisfactory proof of identification;
 - ▷ Meets the eligibility criteria for the service;
 - ▷ Has an appropriate credit rating ; and
- The service is available at the location where they wish to acquire the service.

Relationship

Nothing in the Terms or a Contract shall create or be deemed to create a partnership, an agency or an employment relationship between you and us.

Assignment

You may not assign, transfer, novate, charge, sub-contract, create a trust or deal in any other manner with the Terms or a Contract of any and all of your rights or obligations under the Terms or a Contract.

Severability

If any clause in the Terms or a Contract shall become or is declared by a court of a competition jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect.

Liabilities

You are liable to us for any breach of a Contract by you that causes foreseeable substantial loss to us. You are not liable to us for any consequential losses we suffer or for any costs, expenses, loss or charges that we incur which are not a direct result of something you have done.

We have responsibilities and obligations under the law, including under:

- The Telecommunications Act 1997 (Cth);
- The Competition and Consumer Protection Act 2010 (Cth), including the Australian Consumer Law; and
- Applicable laws, regulations and codes.

Nothing in the agreement removes or limits any rights that you have under existing laws or regulations.

We are liable to you for:

- Interruptions in your use of the service as a result of a fault or negligence of us or our personnel, to the extent of a refund or rebate for the period of the interruption and compensation for any reasonable loss incurred; and
- Death or personal injury caused by us or our personnel.

If you have contributed to any loss or damage you are claiming against us, our liability is reduced to the extent of your contribution.

Subject to your statutory rights including under the Australian Consumer Law, we are not liable to you for any consequential losses you suffer or for any costs, expenses, loss or charges that you incur.

Life Threatening and Unwelcome Communications

Unwelcome communications are the use of a telecommunications service in a manner that is unwelcome, but not currently a life threatening communication, and which may be intentional or unintentional. This may include communications that are menacing, offensive or harassing and may constitute a criminal offence. These may be in the form of verbal calls, unanswered repeated calls, automated message services, SMS, MMS, emails or voicemails left for our customers.

You may report unwelcome communications to us and we will deal with them in accordance with our Unwelcome Communications, Life Threatening Communications and Domestic Violence Policy.

Life Threatening Communications are communications where a person reasonably believes that action is required to prevent or lessen a serious and imminent threat to the life or health of a person. This includes, but is not limited to, a person being seriously injured, a bomb threat, an extortion demand, a kidnapping or a threat to public safety. If you receive life-threatening communications, we urge you to contact the police immediately. They will liaise with us if they need further information.

Directory Assistance and DO NOT CALL Register

If you need to place your number on the DO NOT CALL register, you can do so via the website: <https://www.donotcall.gov.au/>. Circles.Life is not permitted to do this for you. The site requires the owner of the phone to complete the registration themselves and tick the mandatory acknowledgements. Here are the steps to assist you:

1. Click register online;
2. Select the number type to register (personal, business etc);
3. Enter your first and last name and confirm your email address;
4. Enter the phone numbers you wish to register;
5. Select the relevant boxes relating to your number;
6. Press submit registration ;
7. You will receive an email to action and confirm the process is complete.

If this email is not actioned within 7 days, the number(s) will fail to register, so it is important you complete this vital step in the process.

Third Party Authorisation Process

If you wish to add someone to your account for the purpose of speaking on your behalf or managing your account on your behalf, we are more than happy to help you with this. Below is a table showing the levels of Authority you grant or someone else to have on your account:

Request	Level of Authority			
	Customer	Advocate	Authorised Rep	Power of Attorney
General information	Yes	Yes	Yes	Yes
Update personal information	Yes	No	Yes	Yes
Update billing information	Yes	No	Yes	Yes
Make payment on account	Yes	No	Yes	Yes
Change plan	Yes	No	Yes	Yes
Manage Add-ons or Bonuses	Yes	No	Yes	Yes
Request suspension	Yes	No	Yes	Yes
Request replacement SIM	Yes	No	Yes	Yes
Troubleshoot issues	Yes	Yes	Yes	Yes
Request termination	Yes	No	No	Yes

What if I Am Unable to Speak with Circles.Life Myself?

If you would like to nominate another person to speak to us on your behalf, we may contact them and ask for their permission either via phone or in writing first to ensure privacy and security. If you have a disability and require assistance lodging the complaint, we are more than happy for our experts to assist you. If you would like to contact us to make a complaint but require assistance to do so (for example, if English is not your first language or you have a hearing impairment), you can contact us through the The Translating and Interpreting Service (TIS National) through their contact number 131 450. For more information visit <https://www.tisnational.gov.au/en/About-TIS-National>.

If you have hearing difficulties, are deaf or have a speech impairment and have difficulties in communicating, you can contact us using the National Relay Service via their website at <https://internet-relay.nrscall.gov.au/>.

Waiver

No failure or delay by us or you in exercising any right under the Terms or a Contract shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our or your rights under the Terms or a Contract.

These Terms are valid from [12/09/2019]

If you would like to contact us regarding any of the above terms, you can do so at: happinessau@circles.asia