



ANZ United Group Pty Ltd trading as Chase Telco

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Standard Form of Agreement — Terms & Conditions

version: V01 — Supersedes v.1.0 (2023).

1. About this Agreement

1.1 This Agreement is between ANZ United Group Pty Ltd trading as Chase Telco (ABN 12 625 915 639) ("Chase Telco", "we", "us") and the customer named in the applicable Application Form ("you", "Customer").

1.2 This Agreement consists of: (a) these Terms & Conditions; (b) the Application Form you signed; (c) the Critical Information Summary (CIS) for each Service you order; and (d) our Privacy Policy, Fair Use Policy, and Financial Hardship Policy, each available at www.chasetelco.com.au/terms-and-agreement. If there is any inconsistency, the CIS for your specific plan prevails over these Terms & Conditions to the extent of the inconsistency.

1.3 This Agreement, and our conduct in supplying the Services, is subject to the Telecommunications Consumer Protections (TCP) Code C628:2019 to the extent you are a "Consumer" as defined in that Code. If you are not a Consumer as defined in the TCP Code, the Code's specific consumer protections do not apply to this Agreement, but the remaining terms of this Agreement continue to apply.

2. Definitions

2.1 "Minimum Service Period" means the minimum contract term stated in your Application Form and CIS (for example, 36 months), starting from the date shown in clause 3.

2.2 "CIS" means the Critical Information Summary for the specific plan you have ordered, which sets out pricing, inclusions, and the Early Termination Charge calculation for that plan.

2.3 "TIO" means the Telecommunications Industry Ombudsman.

3. Commencement and Cooling-Off

3.1 This Agreement commences on the date you sign the Application Form. You have a 10 business day cooling-off period from that date during which you may cancel this Agreement free of charge, by notifying us in writing.

3.2 We will not commence provisioning your Service until after the cooling-off period, unless you have expressly requested earlier activation in writing. If you request earlier activation, you acknowledge this may reduce or remove your ability to cancel free of charge under clause 3.1.

3.3 The Minimum Service Period begins on the date your Service is connected and active, not the date you sign this Agreement, unless your CIS states otherwise.

4. Services and Fees

4.1 We will supply the Services described in your Application Form and CIS. Fees for each Service are set out in the applicable CIS.

4.2 Charges are billed monthly in advance, in the currency and by the payment method agreed in your Application Form.

4.3 A late payment fee of \$50 applies if payment is not received by the due date, as disclosed in your CIS.

4.4 We may vary our fees on 30 days' written notice. If a fee increase applies during your Minimum Service Period, you may terminate the affected Service without paying an Early Termination Charge, provided you notify us within 30 days of the notice of the fee increase.

5. Equipment

5.1 Where we supply equipment (for example, a modem) as part of your Service, the cost is as set out in your CIS. Equipment remains our property until any equipment charge has been paid in full, unless your CIS states the equipment is provided free of charge.

5.2 You must take reasonable care of any equipment we supply and return it in good working order (fair wear and tear excepted) if this Agreement ends, unless your CIS states you may keep it.

6. Minimum Term and Early Termination Charge

6.1 If a Minimum Service Period applies to your Service, this is stated in your Application Form and CIS.

6.2 If you terminate a Service before the end of its Minimum Service Period, or we terminate a Service for your breach of this Agreement, you must pay us an Early Termination Charge calculated as the sum of:

- (a) any equipment, hardware, or installation subsidy provided to you that has not yet been recovered through Charges paid to date, calculated on a straight-line basis over the Minimum Service Period; plus
- (b) any amount we remain contractually committed to pay a wholesale carrier, network, or SIP provider in connection with your Service for the remainder of the Minimum Service Period, to the extent we cannot reasonably avoid or mitigate that commitment; plus
- (c) 50% of one month's recurring Charge for the Service, as a reasonable administrative cost of early disconnection.

6.3 We will provide you with an itemised calculation of the Early Termination Charge on request, showing how each component in clause 6.2 was calculated. The Early Termination Charge will always be less than the total recurring Charges that would otherwise have been payable for the remainder of the Minimum Service Period.

6.4 This clause does not limit any right you have under clause 3 (Cooling-Off) or clause 4.4 (fee increase termination right).

7. Your Obligations

7.1 You must provide accurate information in your Application Form, use the Services in accordance with our Fair Use Policy, and pay all Charges when due.

7.2 If any of your Services (voice or mobile) are ported to another provider, you may be liable for standard number portability fees.

8. Suspension and Disconnection

8.1 We may suspend or restrict a Service if you fail to pay Charges when due, subject to first giving you reasonable notice and an opportunity to remedy the non-payment, and subject to our Financial Hardship Policy.

8.2 We will not disconnect a Service while you have a genuine, active complaint about that Service being handled under clause 15, or while a financial hardship application is being assessed in good faith.

9. Liability

9.1 To the extent permitted by law, our liability for any failure to supply the Services is limited to resupplying the Services or the cost of resupply. Nothing in this Agreement excludes rights you have under the Australian Consumer Law that cannot be excluded.

10. About Chase Telco

10.1 Chase Telco is a trading name of ANZ United Group Pty Ltd (ABN 12 625 915 639). Chase Telco is not part of, and is not affiliated with, any other telecommunications carrier, and this has not been implied at any stage.

11. Privacy

11.1 We handle your personal information in accordance with our Privacy Policy, available at www.chasetelco.com.au/terms-and-agreement.

12. Financial Hardship

12.1 If you are experiencing financial difficulty, our Financial Hardship Policy sets out the support available to you, including flexible payment arrangements. Contact us as early as possible — see www.chasetelco.com.au/terms-and-agreement for details.

13. Changes to this Agreement

13.1 We may change this Agreement. We will give you at least 30 days' written notice of any change that is unfavourable to you, and you may terminate the affected Service without an Early Termination Charge if you notify us within 30 days of that notice.

14. Complaints

14.1 If you have a complaint, contact us on 1300 792 110 or customers@chasetelco.com.au. Our full Complaint Handling Process, including timeframes for acknowledgement and resolution, is available at www.chasetelco.com.au/policies.

14.2 There is no cost to make a complaint, except in limited circumstances described in our Complaint Handling Process, which we will always disclose to you before any charge applies.

15. Dispute Resolution

15.1 If we cannot resolve your complaint to your satisfaction, you may ask for it to be escalated internally for review.

15.2 If you remain dissatisfied after internal review, or at any point during the process, you have the right to take your complaint to the Telecommunications Industry Ombudsman (TIO), free of charge:

- Phone: 1800 062 058
- Online: www.tio.com.au/making-a-complaint
- Post: PO Box 276, Collins Street West, VIC 8007

15.3 We will not disconnect your Service, or otherwise disadvantage you, because you have contacted or engaged the TIO.

15.4 Where a dispute is not resolved through the TIO process, either party may refer the dispute to mediation through the Australian Disputes Centre before commencing court proceedings, except where a party seeks urgent interlocutory relief.

16. General

16.1 This Agreement is governed by the law of New South Wales.

16.2 If any part of this Agreement is found to be unenforceable, the remainder continues to apply.

16.3 Notices under this Agreement may be given by email to the address you provided in your Application Form.