

PRODUCT TERMS & SERVICE SCHEDULE

SMS Gateway

PROVIDER

FlexrUC Pty Ltd

ABN

27 695 237 953

CONTACT

1300 266 439 | hello@flexruc.com.au | www.flexruc.com.au

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Purpose

This document defines the service conditions, requirements, and operational limitations for FlexrUC SMS Gateway services.

This document is designed to:

- Define how the service is delivered and supported
- Outline customer responsibilities and service dependencies
- Align with FlexrUC's Service Level Agreement (SLA) and General Terms

- Support compliance with Australian telecommunications regulatory obligations

These Service Terms form part of Your Contract with FlexrUC and must be read together with the General Terms, your Application, and the applicable Service Level Agreement (SLA).

Service Overview

FlexrUC's SMS Gateway service enables businesses to send and receive SMS messages directly to and from their customers, without the need for a third-party provider.

SMS Gateway supports the following sender ID options:

- Mobile Numbers - dedicated mobile numbers (DIDs) that can send and receive SMS, and may also support voice calling under a separate telephony service
- Vanity Numbers - custom alphanumeric or numeric sender IDs used for SMS Gateway only; Vanity Numbers cannot be used for voice calling and cannot receive replies

SMS Gateway may be used for two-factor authentication, appointment reminders, order confirmations, and other customer notifications. Additional internet, equipment, and network services may be required to integrate SMS Gateway with third-party platforms.

Product Details & Specifications

Each SMS Gateway account is provisioned with at least one Mobile Number or Vanity Number as its sender ID. Additional numbers are available at an additional cost.

Service Requirements

To use the service effectively, customers must ensure:

- An active FlexrUC SMS Gateway account with a provisioned Mobile Number or Vanity Number
- Internet connectivity to access the SMS Gateway portal or API

Service Limitations

SMS Gateway depends on:

- Internet connectivity
- Underlying carrier network availability and message deliverability, which can vary by recipient network and device
- Vanity Numbers being used to send SMS only; Vanity Numbers cannot receive or make voice calls
- Compliance with applicable spam and telemarketing legislation for any marketing messages sent via the service

Emergency Services

Vanity Numbers cannot be used to contact, or be contacted by, emergency services, including 000.

Where a Mobile Number is voice-enabled under a separate FlexrUC telephony service, emergency services access limitations for that number are governed by the Product Terms & Service Schedule for that telephony service, not by this document.

Numbering and Porting

Mobile Numbers and Vanity Numbers are provided subject to availability.

Mobile Numbers may be portable to or from another carrier under the Local Number Portability (LNP) framework, subject to third-party carrier processes and gaining carrier requirements. Vanity Numbers are generally not portable.

Customers authorise FlexrUC to act on their behalf in relation to any number porting requests.

Charging and Usage

Charges are defined in the customer's Application or pricing schedule. Included allowances are subject to fair use and are not intended for high-volume or automated usage.

SMS messages are charged per message sent or received unless otherwise indicated in your Application or pricing schedule.

Customers are responsible for all usage charges, including those resulting from unauthorised access, fraud, or security incidents.

FlexrUC does not guarantee prevention of fraudulent usage or real-time monitoring.

Pricing Example

Plan	SMS Gateway, Per Service
Minimum Term	24 / 36 months
Plan Pricing	\$25.00 monthly access, plus \$0.10 per SMS sent
Minimum Cost	\$900.00 1 service × \$25.00 × 36 months, excluding usage
More Information	For full details of available packages, pricing, and inclusions, contact our Sales team on 1300 266 439.

Security

Customers must take reasonable steps to secure their systems, including:

- Using strong authentication methods
- Enabling multi-factor authentication where available
- Restricting access to authorised users only

Customers must notify FlexrUC immediately of any suspected security breach. FlexrUC, or our upstream carriers or platform partners, may restrict or suspend services where a security risk is identified.

Acceptable Use

The service must not be used:

- For illegal activities
- For fraudulent or artificial traffic generation
- For unauthorised resale
- In a manner that impacts network or platform integrity

FlexrUC may suspend or terminate services for breaches of acceptable use.

Order Withdrawal

If you withdraw the order prior to activation, a withdrawal fee may apply. This is dependent on how many business days past signing the paperwork the request is made.

- Business day 0 to business day 2: no withdrawal fee applies.
- From business day 3, up to 2 business days before the scheduled go-live or cutover date of your service (whichever applies): 1 month of your monthly access fee will apply.
- Less than 2 business days before the scheduled go-live or cutover date: standard early termination fees as detailed in 'Early Termination Charge' below apply.

Cancellation Policy

Clients must give a minimum of 30 days' notice when cancelling this service.

Notice of cancellation must be in writing:

- Either via email to support@flexruc.com.au; or
- In a letter addressed to 4 Australia St, Camperdown NSW 2050, Australia.

Services may be restricted or suspended if you fail to pay your bill or breach our Terms and Conditions or our Fair Use Policy.

Early Termination Charge

If you cancel the service within your contract term, you will be charged '50% of the monthly access fee' multiplied by 'the number of months remaining'.

Termination fees are calculated on a pro-rata basis of the remaining months and are capped as per TCP Code obligations.

Service Levels and Support

Service performance, response times, and incident handling are governed by FlexrUC's Service Level Agreement (SLA).

FlexrUC will use reasonable endeavours to meet the response, restoration, and resolution targets defined in the SLA.

Support availability includes:

- 24/7 support for critical incidents
- Business hours support for standard requests

Incident priorities, escalation, and communication are managed in accordance with the SLA.

Service Restoration and Resolution

Service restoration may involve temporary fixes or workarounds. Full resolution may require additional time depending on the nature of the fault and any third-party dependencies.

Customer Responsibilities for SLA

Customer compliance with service requirements, including network, power, and availability of authorised contacts, is necessary for FlexrUC to meet SLA targets. Failure to meet these requirements may impact response and restoration times.

Limitations of SLA

Service level targets are operational targets only - they do not constitute guarantees and do not provide entitlement to service credits, refunds, or financial compensation unless explicitly agreed in writing.

Exclusions

Service performance and SLA commitments are dependent on:

- Underlying carrier services
- Customer internet connectivity
- Power availability
- Underlying carrier message delivery networks

FlexrUC is not responsible for failures caused by these dependencies.

Installation and Configuration

Standard provisioning of Mobile Numbers or Vanity Numbers (if performed by FlexrUC) is available for an additional charge.

Customers remain responsible for:

- Integration with third-party platforms or applications, including any additional configuration or professional services required
- Maintaining appropriate backup power (e.g. battery/UPS) for any on-premises equipment used to access the service

Suspension and Termination

Services may be suspended or restricted where:

- Payment obligations are not met
- Security risks are identified
- Contractual terms are breached

Termination is governed by the General Terms and customer agreement.

Changes to Your Plan

From time to time, we may make changes to our plans, pricing, charges, inclusions, service features, or applicable fees, including during a contract term, where reasonably necessary due to changes imposed by our suppliers, carriers, wholesale providers, operational costs, technology platforms, regulatory requirements, or market conditions.

If we make changes to your plan or move you to a new plan:

- We will provide you with at least 30 days' notice before the changes take effect;
- We will use reasonable efforts to ensure the updated plan remains reasonably comparable to your existing service;
- If the changes are reasonably likely to cause you material detriment, you may contact us to discuss alternative plans or cancellation options;
- Where required under applicable laws, the Telecommunications Consumer Protections Code, or Australian Consumer Law, you may be permitted to cancel the affected service without incurring early termination charges;
- Continued use of the service after the effective date of the change will constitute acceptance of the updated plan or pricing.

Liability

To the maximum extent permitted by law, FlexrUC is not liable for:

- Service interruptions or outages
- Non-delivery or delay of SMS messages caused by recipient networks or devices
- Loss of revenue or business
- Fraudulent or unauthorised usage

Liability is limited to resupply of the service or the cost of resupply.

Complaint Handling

If you are not satisfied with the service we provide, please let us know so we can do our best to fix it. If you feel that we were unable to resolve your issue to your satisfaction, please email us at support@flexruc.com.au and request to escalate. If you are not satisfied with our resolution, you can lodge a complaint with the Telecommunications Industry Ombudsman (TIO). This service is free and independent. Contact the TIO by visiting <https://www.tio.com.au> or by calling 1800 062 058.

Compliance

Customers must comply with all applicable laws and regulations, including those relating to telecommunications, privacy, and call recording.

FlexrUC is not responsible for ensuring customer compliance with such obligations.

Accessibility

All documentation and support are available in alternative or accessible formats. Please contact the FlexrUC team on support@flexruc.com.au or 1300 266 439 for further information.

Document language: English (AU).

Compliance statement: This document is intended to meet Standard Service Terms requirements under the Telecommunications Consumer Protections Code, as registered with the Australian Communications and Media Authority (ACMA).