Notifyre® Terms and Conditions – Australia

Last modified on July 15th 2025

1. Important Information

1.1 These Terms and Conditions (the "Terms and Conditions") of Notifyre (hereinafter known as "Notifyre," "We," or "Our") provide the terms and conditions upon which we will provide Services, as defined below, to our customers (hereinafter known as "Customer," "you," or "your"). Customer's use of the Services constitutes Customer's agreement to these Terms and Conditions, which forms a contractual relationship between Customer and Notifyre. These Terms and Conditions create important legal rights and obligations upon Notifyre and the Customer. If the Customer does not agree to these Terms and Conditions, the Customer is not authorised and must not use the Services.

1.2 Notifyre reserves the right to change the Terms and Conditions at any time without prior notice. All current Terms and Conditions for Notifyre services will be available on the Notifyre website.

1.3 Notifyre will post all changes to Terms and Conditions online.

1.4 Where there is a change to fees or pricing, Notifyre will communicate changes to the registered Account Owner email and Billing email address provided by the Customer.

1.5 Customers are responsible for ensuring they read all updates to Terms and Conditions. The Customer shall be deemed to have accepted and agreed to such changes by continuing to use Notifyre Services after such changes have been posted or information regarding changes have been sent to the Customer.

2. Definitions

In Notifyre's Terms and Conditions, the following words and phrases have the following meanings:

2.1 Account Owner refers to the Customers' primary account holder who registered the account and holds full ownership rights to the Notifyre account.

2.2 Business Day refers to the days the business operates for Support Services. This is typically Monday to Friday, unless deemed a public holiday, or for circumstances where Force Majeure applies.

2.3 Commencement Date means the date that the Customer set up an account or from the date the Customer subscribed to any of the Services.

2.4 Content means data, information, images, and all other content that the Customer receives and sends via the Services.

2.5 Fees or pricing mean (a) fees or charges for Services as appearing on our website and/or promotional material updated from time to time, and (b) any other fees or charges the Customer and Notifyre agree upon at Notifyre's prevailing rates for other Services.

2.6 Force Majeure means a circumstance beyond the reasonable control of Notifyre, which results in Notifyre being unable to observe or perform on time an obligation in our Terms and Conditions, including, but not limited to, acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, pandemics, power supply disruptions (howsoever caused), internet downtime, natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution, industrial action, or strikes.

2.7 Porting Authority Form means a completed number Porting Order by an authorised person to port (transfer) services from The Customer's existing service provider to Notifyre.

2.8 Notifyre fax number means a fax number selected from the available Notifyre numbers, for use of Notifyre's Services.

2.9 Ordered fax number means a fax number order for your specific location for use of Notifyre's Services.

2.10 Ported fax number means a fax number ported to Notifyre for use of Notifyre's Services.

2.11 Porting means the transfer or moving of fax, SMS, or MMS number/s to or from Notifyre with another carrier or service provider.

2.12 Ported Services means the fax, SMS or MMS numbers transferred to Notifyre for the use of these numbers on the Notifyre Services in accordance with the Services listed under Section 5. Services.

2.13 Simple Port, otherwise known as a 'CAT A' number porting, are single number port orders.

2.14 Complex Port, otherwise known as a 'CAT C' number porting, typically involve 2 or more numbers, number blocks, a requirement to port to/from a specific carrier and/or numbers with complex services attached to them.

2.15 Port Rejection is whereby the Porting Order submitted is rejected by the loosing carrier.

2.16 Emergency Return, otherwise known as a port reversal, is the process of returning the ported number to the loosing carrier.

2.17 Pre-port Number Validation (PNV) is the process of submitting a pre-porting request between carriers to validate the number type, configuration, and requirements to port.

2.18 Port Withdrawal is the process of the Customer requesting to cancel or revoke the Porting Order submitted.

2.19 Services mean the Notifyre services provided by Notifyre including but not limited to Fax Send, Fax Broadcasting, Fax Receive, Virtual Fax Numbers, Fax Number Porting, SMS send, SMS reply collection, SMS Virtual Numbers, Virtual SMS Number Porting and MMS Receive.

2.20. Support Services mean the support provided to Customers by Notifyre in their use of the Services as described in more detail on the Notifyre website.

2.21 System Maintenance Time means the duration that Notifyre or related carriers are required to perform scheduled or unscheduled maintenance.

2.22 Wallet Funds means the monetary value in the currency purchased, available as funds to use on your Notifyre account.

3. Interpretation

3.1 In these Terms and Conditions, unless the contrary intention appears,

(a) words in the singular number include the plural and vice versa;

(b) words importing a gender include any other gender;

(c) a reference to a person includes bodies corporate and unincorporated associations and partnerships;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) a reference to a party includes its successors and assigns (where permitted);

(f) a reference to any schedule includes a reference to any part of that schedule which is incorporated by reference;

(g) monetary references are references to AU dollar currency; and

(h) any references to tax refer to the applicable Goods and Service Tax (GST) charged in Australia.

3.2 If any term, covenant, item or condition of these Terms and Conditions, or the application of it to any person or circumstance, is deemed to be invalid or unenforceable, the remaining terms, covenants and conditions will not be affected and will be valid and enforceable.

4. Term and Termination

4.1 With respect to any Customer, these Terms and Conditions are valid upon the Commencement Date of the Services provided by Notifyre to such Customer. These Terms and Conditions will continue until terminated at any time by either party in the form of written notice or account closure.

4.2 These Terms and Conditions, or individually subscribed services, can be cancelled by either Notifyre or the Customer at any time without providing reason for termination. Notifyre shall have no liability to the Customer or any third party

because of such termination. If the reason for the termination is due to violation of our Acceptable Use of Service Policy, no refund will be issued. Where applicable, any remaining prepaid values may be refunded in accordance with Section 12. Refund Policy.

4.3 Notifyre requires thirty (30) days prior written notice to cancel toll-free fax number services and international fax number services. Charges will apply up until the end of the 30-day notice period. The cancellation request must be sent from the registered Account Owner or Admin User email address listed on your account.

4.4 The Customer can cancel their subscription/s at any time via their Dashboard. Once cancelled, the service will remain in 'Pending Cancellation' status until the expiration of the current subscription period. If a user is unable to access their Dashboard, a written request in the form of an email to support@notifyre.com is required from the Account Owner's nominated email, otherwise, the Customer remains responsible for all activity or transactions generated within their account. Such request must be received no less than 5 business days prior to subscription renewal date. Where the Customer requests the cancellation via email, Notifyre will send a confirmation email to the Customer once the subscription has been cancelled. See Section 11. Financial Terms, Section 12. Refund Policy and Section 13. Customer Responsibilities and Message Recovery.

4.5 The Customer can close their Notifyre account at any time via their Dashboard. The Account Owner is required to login to the Dashboard and action this request. Upon closing an account, all active subscriptions will be automatically cancelled.

4.6 The Customer acknowledges that by requesting to cancel any Notifyre service, the Customer will lose all Notifyre relevant service account history. The Customer must download copies of all account data including but not limited to invoice history, incoming and outgoing SMS and fax message history, fax documents, and transaction reports if the Customer requires this information.

4.7 All sections of these Terms and Conditions which by their nature are intended to survive termination, including, without limitation, ownership, warranty disclaimers, and limitations of liability, shall survive the termination thereof.

5. Services

5.1 Notifyre will provide access to the following subscribed services.

5.1.1 Notifyre SMS Send and Receive Services are available via:

- the Notifyre secure Dashboard/App
- email
- SMS API

5.1.2 Notifyre Fax Send and Receive Services are available via:

- the Notifyre secure Dashboard/App
- email

- fax API

5.1.3 Notifyre MMS Receive Services are available via:

- the Notifyre secure Dashboard/App
- SMS API

5.2 The Services operate on a prepaid basis, unless otherwise negotiated. (See Section 11. Financial Terms. Notifyre will provide the Services to the Customer by enabling the Customer to use the services via the listed methods in 5.1.1, 5.1.2 and 5.1.3 or as otherwise available for implementation.

5.3 The per message rate for SMS or fax can be found in the Notifyre Dashboard. The Customer must have Wallet Funds available in their account to send faxes or SMS or to use other available services.

5.4 Documents attempted to be sent by fax will undergo a file conversion process before Notifyre attempts to deliver the converted document to the Customers specified- destination fax number. Documents submitted for fax processing must be a supported Fax File Type on Notifyre.

5.5 SMS messages submitted to Notifyre for delivery will undergo a validation process. Messages meeting validation requirements will then be sent to the SMS carriers for delivery to the Customers specified destination mobile number.

5.6 The Customer acknowledges and agrees that SMS messages to or from the Customer may be blocked by carriers or other service providers for reasons known or unknown to Notifyre. Notifyre is under no obligation to investigate or remedy any such block for the Customer.

5.7 Any messages submitted where a Notifyre account has insufficient Wallet Funds will not be attempted for processing. The Customer must re-submit any messages for processing once Wallet Funds have been added.

5.8 Notifyre Fax Broadcasting – In accordance with these Terms and Conditions, Notifyre will provide the fax broadcasting service by enabling the Customer to send fax messages to multiple recipients simultaneously. Faxes will be converted and then attempted to be delivered to the designated fax numbers. The Customer is responsible for ensuring compliance with relevant legislation, see Section 13. Customer Responsibilities and Message Recovery.

5.9 Notifyre Contact Groups – In accordance with these Terms and Conditions, Notifyre will provide the Customer with a facility to manage their contacts for SMS and fax sending via Notifyre. The Contact Groups feature is made available on an as is basis. See Section 13. Customer Responsibilities and Message Recovery.

5.10 Notifyre may make additional features available to activate within the Notifyre Dashboard or on request. Some features, when activated will incur additional fees and charges. The Customer is responsible for reviewing any applicable fees before activating these features. Refunds are not applicable for any intentional or unintentional use of additional features.

5.11 Some features available within Notifyre may only be made available to use once a review and approval process is complete by Notifyre. This may be required due to security, legal reasons or to manage risks associated with the type of messaging. Notifyre cannot guarantee that all features will be made available, nor does it accept any liability for the delay in reviewing and/or activating additional features.

5.12 Except as otherwise provided, all prepaid services including Wallet Funds are non-refundable. See Section 12. Refund Policy.

5.13 Notifyre Fax Send charges are calculated as follows:

5.13.1 Each successfully sent fax page is charged at the advertised or agreed rate. Charges may vary. Refer to items below for additional charges where optional settings or features are enabled. See Fax Send Status Codes for chargeable statuses.

5.13.2 A fixed start fee applies to fax send attempts where a connection is established but no valid fax connection is obtained, returning a status result of 'connection but not a fax machine'. The fixed start fee is the equivalent amount of one (1) standard quality page to the destination number's country (refer to International Send Pricing).

5.13.3 If the 'High Resolution' option is selected, a 25% additional charge per page is applied per successfully sent fax page.

5.13.4 Faxes sent to 1300, 13 or 1800 fax numbers are charged at a higher per page rate. Charges may vary depending on the Customers Fax Settings where optional settings/features are enabled. See Notifyre Pricing.

5.13.5 Charges may vary depending on Customer's Fax Settings or where optional settings or features are enabled.

5.13.6 International fax send rates will vary based on the destination.

5.13.7 Fax Broadcasts, unless otherwise negotiated, are charged upfront, based on the total number of fax pages uploaded in the broadcast campaign multiplied by the total fax recipients attempted. Wallet Funds will be withheld for the total fax broadcast calculated cost. Any fax attempts whereby the final status result is a non-chargeable status, will be credited back to the Customers available Wallet Funds balance. View Fax Send Status Codes for chargeable statuses. The Customer is responsible for ensuring their Contact Groups contain the correct fax numbers.

5.14 Notifyre SMS Send charges are calculated as follows:

5.14.1 All SMS messages sent via Notifyre are charged per attempted send of each SMS message part. See SMS Send Status Codes for chargeable statuses.

5.14.2 A maximum message size of 160 characters applies. If a longer message (multi-part message) is sent, each message has a maximum of 153 characters due to seven characters being needed to facilitate re-joining of the message on delivery. Longer SMS messages may be split into two or more parts that may be

reassembled into a single message on delivery (or may be delivered as a series of separate SMS on some devices).

5.14.3 SMS campaigns, unless otherwise negotiated, are charged upfront, based on the total number of SMS uploaded in the broadcast campaign multiplied by the total mobile recipients attempted. Wallet Funds will be withheld for the total SMS campaign calculated cost. Any SMS attempts whereby the final status result is a non-chargeable status, will be credited back to the Customers available Wallet Funds balance. See SMS Send Status Codes for chargeable statuses. The Customer is responsible for ensuring their Contact Group contains the correct SMS numbers.

5.15 Notifyre Virtual SMS Number Services - In accordance with these Terms and Conditions, if the Notifyre Virtual SMS Number service is purchased, Notifyre will provide the Services to the Customer by providing a dedicated virtual SMS number for the purpose of receiving SMS messages to the virtual mobile number and additionally allowing the Customer to use this mobile number as its SMS Sender Identification for any SMS messages sent.

5.15.1 SMS messages received to the Virtual SMS Number service will be processed and forwarded to Customer's designated email address and may be available online to access within the Notifyre Dashboard, App, API, or integration made available by Notifyre.

5.15.2 Notifyre Virtual SMS Numbers include unlimited inbound replies. Fair Use Policy applies.

5.16 Notifyre MMS Number Service - In accordance with these Terms and Conditions, if the Notifyre Virtual MMS Number service is purchased, Notifyre will provide the Services to the Customer by providing a dedicated virtual MMS capable number for the purpose of receiving MMS and SMS messages to the virtual mobile number and additionally allowing the Customer to use this number as a dedicated SMS Sender Identification for any SMS messages sent. SMS or MMS messages received to the Virtual MMS Number will be processed and forwarded to Customer's designated email address and will be made available online to access within the Notifyre Dashboard, app, API, or integration made available by Notifyre.

5.16.1 Notifyre Virtual MMS Numbers include unlimited inbound replies. Acceptable Use of Service Policy applies.

5.17 Notifyre Fax Receive Fax Service – In accordance with these Terms and Conditions, if a Notifyre Receive Fax service is purchased, Notifyre will provide the Services to the Customer by enabling the Customer to receive fax messages into its designated email address(es), via the Notifyre Dashboard, App, API, or an integration made available by Notifyre.

5.17.1 The Notifyre Fax Receive Service does not include an option to redirect or forward calls received on any Notifyre Fax Receive Number to another Notifyre Fax Receive number or a number hosted externally to Notifyre.

5.17.2 Notifyre Fax Receive is a monthly subscription-based service. Additional charges apply to incoming fax pages received over the allocated monthly quota. See Notifyre Fax Plan pricing for details. For additional details on payments, see Section 11. Financial Terms.

5.17.3 Fax messages received for the Customer via the Notifyre Fax Receive service will be forwarded to the Customer as a PDF file attachment to the email address(es) provided, unless retrieved via an alternative method, as listed in Section 5.1 above.

5.17.4 The Notifyre Receive service includes the following fax number options:

5.17.5 You may choose from a pool of readily available fax numbers. If requested, numbers may be ported away at the termination of service, however, a Port Away fee may apply.

5.17.6 You may be able to Port In existing fax numbers from other service providers to a Notifyre Receive Fax service, also known as portability. Portability is subject to carrier types, geographic location, and number restrictions. See Section 10. Number Portability Terms below for terms.

5.17.7 Porting away of a fax number from Notifyre is subject to the type of number hosted on Notifyre and carrier to carrier compatibility.

5.18 Notifyre reserves the right to change plans, services, and pricing at any time.

5.19 From time to time, Notifyre may offer a free trial of send and/or receive services. The following terms apply:

5.19.1 Details and inclusions of the free trial will be advertised online.

5.19.2 On request of a trial account, the Customer agrees to these Terms and Conditions as set out above and below, however, there is no obligation to purchase any services.

5.19.3 A free trial is available for a potential customer to legitimately trial Notifyre services. Notifyre reserves the right to cancel a free trial with or without reason. See our Acceptable Use of Service Policy.

5.19.4 In the event a Notifyre trial account is created, Notifyre may issue a fax number available. If the Customer activates a paid Fax Receive Plan, they have the option to choose their preferred fax number, order a new number, or potentially port in a number (see Notifyre website for details).

5.20 From time to time, Notifyre may offer beta program offering software or services released for beta testing. By accessing the beta program, the Customer agrees to the following Beta Terms, in addition to these standard Terms and Conditions.

5.21 From time to time, Notifyre may offer promotional offers in the form of a discount or promo code. Notifyre reserve the right to change, or revoke offers at

any time. Any applicable Promotional Offer Terms and Conditions operate in conjunction with Notifyre's standard Terms and Conditions.

6. Service Delivery Time

6.1 Once the Customer registers a Notifyre account and the account has been verified; and where relevant, the payment is successfully processed; Notifyre will provision the relevant service/s within our standard service provisioning time frames. Contact Support for estimated provisioning times.

6.2 Notifyre SMS and Fax Send Services – Send services will be available when sufficient funds are available in the Customer's Notifyre Wallet.

6.3 Notifyre SMS and Fax Schedule Service – the Customer may submit a SMS or fax message/s for sending with the ability to 'Schedule' the sending at a nominated time. Notifyre will attempt to process the messages where sufficient Wallet Funds are available.

6.4 Notifyre Fax Receive Services – the customer may choose an available Notifyre fax number under a fax plan. Once payment is successful, Notifyre will process the number order and make the number available to use. The order times may vary, depending on the location and type of number. Contact Support for estimated provisioning times.

6.5 Notifyre Fax Receive Service with Number Porting – porting times, pricing and eligibility will vary depending on the type of fax number, quantity of fax numbers and the carrier-to-carrier eligibility. See Section 10. Number Portability Terms for delivery times and additional details.

6.6 Notifyre SMS and MMS Number Services - SMS and MMS numbers will be available to use once ordered and activated on your Notifyre account. Contact Support for estimated provisioning times.

7. Support Services

7.1 Notifyre will provide Support Services during usual business hours between 8:00am and 5:30pm AEST on Queensland Business Days.

7.2 Support Services will be provided via live chat on the Notifyre website, email, and telephone.

7.3 Free Support Services are limited to "How To" questions on product usage. Fees may be assessed for other Support Services. At all times, the Customer will be notified prior to any fees being charged to the Customer.

7.4 When it is reasonably practicable under the circumstances, Notifyre will provide the Customer prior notice of any scheduled or unscheduled system maintenance, the time of its commencement, and likely duration. Services may be inaccessible for reasons of systems maintenance, improvement, or upgrading.

7.5 In the event of any service outage, Notifyre will restore the Services as soon as is reasonably practicable.

8. Ownership of Numbers

8.1 The number(s) issued by Notifyre for the Notifyre Receive Services are owned by Notifyre and/or its related entities.

8.2 If the Customer requests to Port Away a number under a Receive plan, limitations may apply where porting is restricted based on geographic area or other carrier restrictions. See Section 10. Number Portability Terms. Port Away pricing may apply.

8.3 Upon cancellation of a Notifyre Receive service, all numbers, except those which are requested and available to be ported away (see Section 8.2 above), will remain the property of Notifyre.

8.4 In the event that the Customer requests to cancel their Notifyre Receive service associated with a ported-in number and does not wish to port away the fax, SMS, or MMS number, Notifyre may keep this number for future release to other customers, subject to Section 8.5 below.

8.5 On cancellation, Notifyre numbers will remain in quarantine for a minimum period of six (6) months before being released to the public for reassignment to another customer. Notifyre accepts no responsibility or liability (including consequential or special damages) for any damages caused by a number re-assignment. The Customer hereby waives any claims in relation to any number reassignment.

8.6 If the Customer requires a cancelled number to be reinstated, such number may be reinstated only if it is still available. A reinstatement fee per number per reinstatement applies, please contact us at support@notifyre.com for pricing.

9. Fax Receive Service Quota

9.1 See Notifyre Receive Fax Plan Pricing for current plans and allocated fax receive page's quota.

9.2 The allocated number of included fax pages is per Receive Fax Plan subscription.

9.3 Any unused monthly fax receive page quota does not accrue or carry forward across the subscription billing period, e.g., subscription month to month, nor does it carry over to other fax number services under separate Receive Fax Plan subscriptions under the same account. Where additional fax numbers are under an active Receive Plan subscription, the fax receive page quota is shared across all numbers under the designated plan.

9.4 Where the Customer receives more fax pages than included in their Receive Fax Plan during their subscription period, any excess of received fax pages is charged at the applicable 'Excess' per received fax page rate. See pricing for details. See Section 11. Financial Terms.

10. Number Portability Terms

10.1 On completion of a SMS, MMS or fax number Porting Order, the Customer is agreeing to all Notifyre Terms and Conditions, and this will constitute a binding order by the Customer to request the service/s detailed in the Porting Order (the "Service/s").

10.2 The Customer acknowledges that they are authorised to make this request for the porting order of the specified number/s. Notifyre will not be held liable for any damages arising from false or fraudulent representation of number ownership.

10.3 The Customer understands that number portability is only available between a losing carrier and gaining carrier where there is a bilateral agreement between them.

10.4 Port In Service

10.4.1 The Customer authorises for specified SMS, MMS, or fax number/s to be ported to our carrier, for the purpose of receiving messages electronically, or otherwise as available via the methods listed under Section 5. Services.

10.4.2 Porting In of a number to Notifyre is subject to the Customer's existing number carrier and configuration, the acceptance of Notifyre's Terms and Conditions and completed Porting Order.

10.4.3 The Customer understands that fax number/s should not be ported if they have additional services connected to the fax line, including but not limited to Internet, split phone/fax, EFTPOS, line hunt, or duet service.

10.4.4 By porting a number/s to Notifyre, the ownership of the number/s will remain with The Customer, until such time that The Customer wishes to cancel or transfer the number service. Notifyre will administer the number and associated services on your behalf.

10.4.5 The Customer understands that to port number/s to Notifyre, it must have an active and paid Notifyre Receive Plan and applicable porting fees paid in full.

10.4.6 The Customer is responsible for ensuring that the service/s to be ported will not be deactivated with the loosing carrier or service provider during the porting process.

10.4.7 The Customer understands that the type of number port required may vary depending on the current configuration, plan and/or other factors outside of Notifyre's control. The Customer accepts that the porting costs associated with the Porting Order may vary depending on the type of port required (Simple or Complex), possible Port Rejections and the quantity of numbers to be ported. *See 10.5 Port Charges.*

10.4.8 Notifyre will use reasonable commercial endeavours to complete an order within a timely manner after receiving a Porting Order by the Customer with complete and accurate information and which matches the data held by the

losing carrier. Notifyre does not guarantee that it can complete the Porting Order service within a particular time, or at all.

10.4.9 The Customer understands that the service/line with their existing carrier or provider will be terminated upon successful porting of the number/s to Notifyre. The Customer understands it is also their responsibility to maintain any other services on the account with the existing provider. It is the Customer's responsibility to check any charges with their existing carrier upon completion of the porting process.

10.4.10 The Customer understands that if they successfully port a fax number/s, where other services are connected to the fax number/line that this will result in a failure of the other service/s to operate. Notifyre hold no responsibility for the downtime of other services as a result of a number being ported.

10.4.11 The Customer understands that if an Emergency Return is required to reverse the number ported, that this process may be subject to availability, post porting time frames and is subject to Emergency Return fees. See 10.5 Port Charges.

10.4.12 The Customer verifies that the information provided in the Porting Order to the extent it relates to the Customer and its number details are true and correct. It is the Customer's responsibility to ensure the 'Account Number' or underlying (connected) account number from their existing carrier is correct. The Customer acknowledges and agrees that if they do not supply the information Notifyre requests on the Porting Order, Notifyre may not be able to provide the Services to the Customer.

10.4.13 The Customer understands that they must provide an associated physical address for all numbers. PO Box addresses cannot be accepted for the purpose of porting.

10.4.14 The Customer accepts liability for an incorrect number being provided for porting. In the event it is identified that an illegal port-in has occurred an emergency port away must occur. The Customer is liable for any applicable Emergency Return fees or other fees per number. See 10.5 for Porting Charges.

10.4.15 The Customer understands that a number Port Order may be rejected by your or our carrier, for reasons outside of Notifyre's control. It is the Customer's responsibility to also request or conduct any necessary Pre-porting Number Validation as needed. See 10.5 for Porting Charges.

10.4.16 The Customer understands that in the event the Customer requests to withdraw the Porting Order, otherwise known as a Port Withdrawal, no Receive Plan costs or Porting Charges are refundable.

10.4.17 The Customer understands any liaison with the Customer's current supplier, either to identify the number type or for reasons of rejection or otherwise, must be performed by the Customer directly. Due to privacy reasons, Notifyre will not be permitted to liaise with the Customers carrier on their behalf.

10.5 Port Charges

10.5.1 Porting fees and charges may include the following.

10.5.2 Porting In fee: Simple (Cat A) or Complex (CAT C), this will vary depending on the type of port required by the loosing carrier. See Porting Pricing online for current fees and charges. In the event that the Customer submits a Porting Order and payment for an order and then determines a different port order type is required, the Customer will be requested to pay the difference of the order type required in order to proceed.

10.5.3 Port Rejection fee: this is a per number, per rejection cost. This cost will be incurred each time a number is rejected and will be based on the total of number being attempted for porting. See items 10 above. See Porting Pricing online for current fees and charges.

10.5.4 Emergency Return: this is a per number, per Emergency Return cost and will be applicable in the event that an Emergency Return order is requested. See items 10 above. See Porting Pricing online for current fees and charges.

10.5.5 Notifyre will charge a porting cancellation fee if a submitted porting request is cancelled. The fee charged depends on the time of the cancellation. (a) Cancellation requested after the order has been submitted to our carrier but before the planned/scheduled porting date: cancellation fee is 100% of the porting fees. (b) Cancellation requested on the planned porting date: cancellation fee is 150% of the porting fees. (c) In all other cases, the cancellation fee is 50% of the porting fees.

10.5.6 The Customer understands that their existing telecommunications carrier may have charges for porting out their numbers and/or contract terms for the number, and it is the Customer's responsibility to determine this prior to entering into this agreement with Notifyre. Notifyre accepts no responsibility for any fees and charges by the Customers' existing carrier.

10.6 Porting Service Delivery Time

10.6.1 On receipt of a completed and correct Porting Order, Notifyre will commence the number porting lodgement to our carrier. The Customer understands that the time frames may vary from carrier to carrier and/or based on the number type, configuration, or its associated numbers.

10.5.2 Notifyre and its carrier will use its reasonable endeavours to connect the Services by the advised date but does not warrant that the Services will be fully connected and operational by that date. Notifyre and its carrier/s are not liable for any loss or damage the Customer may sustain as a result of delayed connection or porting completion.

10.6.3 The Customer understands that number connectivity issues may arise as a resolute of number porting. Notifyre accepts no responsibility or liability for carrier-to-carrier connectivity issues, including but not limited to number routing, number tables and call mapping across carriers.

10.6.4 The Customer acknowledges that while Notifyre and its carrier will use its reasonable endeavours to supply the Services, for reasons beyond Notifyre's control or due to unforeseen circumstances (including, but not limited to, force

majeure, available capacity, geographic and technical capability, or other technical issues), the Customer may not be able to obtain the Services. If this becomes apparent during the porting process, our carrier may cancel all or part of this porting application. Notifyre will not be liable for any loss or damage the Customer may sustain as a result.

10.6.5 Should a Porting Order get rejected by our carrier, Notifyre will advise by email to the person who submitted the order. The Customer has five (5) business days from the date of rejection to liaise with the releasing carrier and provide updated details to Notifyre to resubmit the Porting Order. If the resubmission of the Porting Order gets rejected again, the order will be withdrawn. You may submit a new porting request.

10.7 Porting Away Service

10.7.1 If the Customer requires the SMS, MMS, or fax number/s to be ported away from Notifyre to another carrier, the Customer must initiate this request with the carrier to who they wish to transfer the number/s.

10.7.2 When a number/s is requested to be ported away, management of the porting away including overall duration for the port away process is the responsibility of the gaining carrier.

10.7.3 Upon receipt of a porting away request via our carrier, Notifyre will act and respond in a timely manner.

10.7.4 If the Customer ports away a number/s, it is the responsibility of the Customer to cancel any applicable Notifyre plans connected to the number/s. Failure to do so will result in ongoing subscription charges. All charges are non-refundable.

11. Financial Terms

11.1 Unless otherwise stated, all prices are exclusive of the statutory rate of Goods and Services Tax (GST) in Australia, currently 10%. This will be automatically calculated and displayed for all purchases online or within your tax invoice.

11.2 Pricing may change at any time without any prior notice. Any changes to pricing will occur on future charges, not retrospectively. Any pricing changes will be posted online and as per item 1.4, Notifyre will communicate changes to the registered Account Owner email and Billing email address provided by the Customer.

11.3 Notifyre Wallet Funds can be added to a Notifyre account securely online 24/7 using a credit card. A minimum value of $10.00 AUD excluding GST applies to each Wallet Funds transaction.

11.4 Where the Customer receives more fax pages than included in their Receive Fax Plan during their subscription period, the Customer must ensure sufficient Wallet Funds are available. All additional fax pages received to the Customer's account, will be charged at the 'Excess' rate applicable to the Customers fax number plan.

11.5 Where the Customer does not have Wallet Funds available for Notifyre to auto deduct 'Excess' charges, the Customer will be unable to view received faxes if payments fail after 10 days. To ensure service disruption is minimised, Notifyre recommends the Customer account has available Wallet Funds to ensure incoming faxes continue to be received.

11.6 The following financial terms are applicable to the Notifyre Receive services:

11.6.1 Monthly Billing (Credit Card Only): Notifyre plans are paid in advance using the nominated credit card on the Customer's account. Payments are processed on a monthly anniversary date based on the original date of purchase. Each additional number service will incur a pro-rata charge for the remainder of the initial billing period, subject to a minimum fee of $1 AU ex GST. Subsequent charges will align with the billing anniversary of the first plan added.

11.6.2 Received fax page excess usage over the included subscription period quota will be charged against the balance in the Customer's Wallet.

11.6.3 Failure to process automatic online credit card payments for Notifyre subscription-based plans and associated charges, such as Receive Plans, may result in penalty fees after the second failed attempt to successfully process payment. Failure to pay any outstanding service fees within ten (10) days will result in service deactivation and/or cancellation.

11.6.4 If a Notifyre SMS, MMS or fax number service is cancelled by any means through request by the Customer's, failure to make payment, or otherwise, Notifyre does not guarantee that the same number will be available for reactivation, nor does it guarantee it will continue collecting any messages sent to the cancelled service number. See Section 8. Ownership of Numbers.

11.7 Notifyre accepts credit card payment for services provided. Credit card payments are accepted using Visa, MasterCard, and American Express. All online transactions are processed via a secure site. When credit card and other payment details are provided over the telephone, Notifyre abides by strict procedures for processing and updating payments. Notifyre will at no time ask the Customer to provide credit card details via email.

11.8 Chargebacks: Incorrectly initiated chargebacks by the customer will incur an administration fee per chargeback. See additional fees for details. This fee applies to chargeback claims initiated by the customer which are incorrectly requested by the customer for goods or services provided by Notifyre. The customer must pay for the goods or services previously provided plus the above administration fee. This applies but is not limited to instances where the customer requires a refund for an overcharge or any other billing dispute but fails to raise this with Notifyre and initiates a chargeback.

11.9 Billing disputes: If there is an omission or error in relation to a charge on an invoice, the Customer may, within 3 calendar months of the invoice date, dispute the invoice by giving written notice of a billing dispute to the Notifyre Support team. The Customer may not dispute an invoice based on a claim that the invoiced services included fraudulent messages.

11.10 Financial Hardship: We are committed to helping customers facing financial hardship maintain telecommunications access and working with you to find a sustainable solution. See our Payment Assistance Policy.

12. Refund Policy

12.1 All funds deposited to the Customer's account are for the purchase of Notifyre Services which is stored in the Notifyre Wallet and can be used as credit toward Services. Notifyre does not refund any funds whether used or unused.

12.2 No refund will apply to any prepaid receive SMS, MMS or fax plans including any previous or current months' plan subscription.

12.3 The included 'Receive Pages' under Notifyre Receive Fax Plans have no cash value. As per Item 9.3 any unused monthly receive page quota does not accrue or carry forward across the subscription billing period. The Customer will not be entitled to any cash refund in the event any unused fax receive pages remain in your account upon termination cancellation of the plan or closure of your account.

12.4 If the Auto Top-Up feature is activated on a Notifyre account, no refunds will apply. This feature can be turned off at any time and is the responsibility of the Customer to manage.

12.5 A refund for overpayment of an invoice will not be made if there are other outstanding invoices on the Customer's account.

12.6 The Customer is not entitled to any refunds for any porting fees and charges.

13. Customer Responsibilities and Message Recovery

13.1 The Customer agrees not to use the Service for any other purpose than that for which it is intended.

13.2 The Customer warrants that the content of their sent messages will not infringe the copyright or other intellectual property rights of another person. The Customer must not disseminate through the services any content that is:

13.2.1 abusive, harassing, or obscene;

13.2.2 unsolicited;

13.2.3 illegal;

13.2.4 harmful code; or

13.2.5 defamatory or offensive.

13.3 The Customer is responsible for ensuring that all messages are compliant with relevant legislation applicable to the message types and/or location or country of the recipient. The Customer is to exempt Notifyre from third party

claims for compensation for damages should the sending of SMS or fax message be unauthorised. See our Acceptable Use of Service Policy.

13.4 If the Customer is sending 'marketing faxes' within Australia they must ensure they are compliant with the Telecommunications (Fax Marketing) Industry Standard 2021 and Do Not Call Register Act 2006. If sending faxes internationally, the Customer must ensure they are compliance with governing legislation in the destination country they are sending to.

13.5 If the Customer is sending SMS in the form of commercial electronic messages in Australia, they must ensure they are compliant with the Spam Act 2003. The Customer must ensure it discloses all required information, including but not limited to, a mechanism to opt out of receiving further SMS.

13.6 Notifyre is not obligated to check the Customer's Contact Groups to confirm that all the SMS or fax contact records comply with regulations. The Customer is also responsible for ensuring their Contact Group/s contains the correct SMS and/or fax numbers.

13.7 The Customer is responsible for removing any 'opt out' or 'unsubscribed contacts from their Contact Group/s prior to sending. Features may be made available to assist with unsubscribe management, however the Customer is responsible for ensuring all data, Contact Group/s and/or numbers are checked prior to any message sending. The Customer is responsible for maintaining lists that are compliant with the relevant legislation.

13.8 Notifyre may suspend access to the Service for a particular period or may terminate these Terms and Conditions immediately upon giving notice if the Customer uses the Service:

13.8.1 unlawfully;

13.8.2 in contravention of relevant laws, rules, or regulations; or

13.8.3 which breaches in any way, as per Section 13.3.

13.9 The Customer agrees that it is responsible for activating and/or implementing the appropriate security measures and settings for the secure sending or receiving of messages via Notifyre. Notifyre makes available a range of features to enhance account and message transmission security. Notifyre recommends the Customer review these features and activate as required.

13.9.1 The Customer agrees that the Customer is solely responsible for implementing the Customer's own procedures to satisfy its own requirements for accuracy of data input, output, and content, including the performance of necessary testing before sending messages.

13.9.2 The Customer agrees that when using the Notifyre Fax Broadcasting service, the Customer is solely responsible for testing and checking all details prior to sending.

13.9.3 When using Notifyre's Contact Groups feature, the Customer is responsible for managing the deduplication of contact records prior to importing contacts

and when managing contacts online. Notifyre accepts no responsibility for SMS or fax duplication and any inadvertent Wallet Funds usage.

13.9.4 Notifyre will display SMS or fax message content history within the Customer's secure online account for the period outlined in the Notifyre Service Specifications. After such time, this data may no longer be available or retrievable. See Section 17. Confidentiality, Data and Privacy.

13.9.5 The Customer agrees that it is solely responsible for implementing its own procedures to satisfy its own requirements for accuracy of information management, archiving, and backup of messages sent and received via Notifyre. If the Customer fails to manage the information, Notifyre does not guarantee that the lost information can be recovered.

13.9.6 If the Customer requires the recovery of information, including but not limited to, reports, message data or delivery confirmations already made available to the Customer, if the information is recoverable, fees and charges will apply. Contact Notifyre for relevant quotes.

13.9.7 It is the responsibility of the Customer to safeguard its login details, user credentials, account access including Notifyre API token access, email identity, and any Notifyre 'Allowed Senders' added to the Customer's account.

13.9.8 Where API tokens are used for accessing Notifyre services, they should be treated like any username or password and securely stored. It is the Customer's responsibility to ensure the safe handling of all tokens used on its account.

13.9.9 Notifyre accepts no responsibility for fraudulent access to the Customer's Notifyre account. We make available additional security features such as two-factor authentication, and recommend such features be activated on the Customer's account.

14. Exclusion and Limitations of Liability

14.1 The Customer agrees to defend, indemnify, and hold harmless Notifyre, its members, managers, officers, employees, representatives, and agents, from and against any action, claim, loss, damage, cost, expense (including reasonable legal fees), or other liability arising out of or otherwise in connection with (a) the provision or misuse of the Service, including but not limited to, any unauthorised sending of SMS or fax messages; or (b) a breach of any representations or warranties by Customer in these Terms and Conditions, or (c) any infringement of intellectual property or other rights of any third parties, or (d) any violation of any laws or regulations- including but not limited to any violation of any laws or regulations prohibiting transmission of unsolicited SMS or fax advertisements.

14.2 The Customer acknowledges that Notifyre has not made any representations or warranties that are not expressly contained in Notifyre's Terms and Conditions.

14.3 The Customer may not rely upon any statement or representation made by Notifyre or on Notifyre's behalf that is not expressly contained in these Terms and Conditions.

14.4 The Customer acknowledges that the services are provided on an “as is” and “as available” basis, without any warranty of any nature. The Customer will use all services at their own risk. Notifyre expressly disclaims any and all warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

14.5 Notifyre’s entire and cumulative liability to customer, or any other party, for any loss or damages resulting from any claims, demands, or actions arising out of or relating to these Terms and Conditions shall not exceed an amount equal to $1,000.00. Without limiting and notwithstanding the foregoing, in no event shall Notifyre be liable to customer for any loss of business or anticipatory profits or any indirect, special, incidental, general, exemplary or consequential damages, including lost profits, even if foreseeable or if Notifyre has been advised of the possibility of such loss, damage, or expense. Without limiting the foregoing, customer acknowledges and agrees that Notifyre does not and cannot control the flow of data to or from any phone line or any portion of the internet. Such flow depends in large part on the performance of telecommunication or internet services provided or controlled by third parties. At times, actions, or inactions of such third parties can impair or disrupt customer’s or other third parties’ connections to a phone line or the internet, or portions of the internet. Although Notifyre will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Notifyre cannot guarantee that such events will not occur. Accordingly, Notifyre disclaims any and all liability resulting from or related to such events.

14.6 These Terms and Conditions are governed by and construed according to the laws within the State of Queensland, Australia.

14.7 The place of jurisdiction shall be the court having jurisdiction where Notifyre has its main office. If one of the above points should be ineffective, the remaining points shall retain their validity.

14.8 Any additional contracts, agreements, or letters of authorisation operate in conjunction with the overall Terms and Conditions.

15. Third Party Integrations

15.1 When the Customer accesses Notifyre via a third-party product, service, or integration (“Third-Party Product”), it does so at its own risk. Any use of a Third-Party Product is subject solely to the Terms and Conditions governing such Third-Party Product, and the Customer shall materially comply with such Terms and Conditions. Any contract entered into, or any transaction completed via any Third-Party Product, is between the Customer and the relevant third party, and not with Notifyre.

15.2 Notifyre makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Product, integration, or any contract entered into and any transactions completed by the Customer with any such third party.

15.3 The Customer acknowledges that use of a Third-Party Product may involve the exchange of Customer data between Notifyre and the Third-Party Product. The Customer acknowledges and agrees that, if the Customer installs or enables a Third-Party Product, the Customer grants Notifyre permission to allow the provider of such Third-Party Product to access Customer data solely to the extent required for the interoperation of the Third-Party Product with Notifyre or as the Customer may otherwise authorise or direct.

15.4 Without limiting the generality of the foregoing, if the Customer subscribes in an Order Form to any Third-Party Product, Customer is expressly agreeing to be bound by the Terms and Conditions applicable to such Third-Party Product.

15.5 The Customer is responsible for ensuring the safe handling of API tokens or other Notifyre account information in the event that the Customer is engaged with a third-party. Notifyre will accept no responsibility for any loss or damages caused.

16. App and Software Use

16.1 The Notifyre progressive web application (the “App”) allows users with an existing Notifyre account and active paid services to use the App for sending or receiving SMS, MMS or fax messages.

16.2 As per Section 14.4, the Customer understands that it is using the App on as ‘as is’ basis. The Customer is responsible for assessing its suitability for use in line with its business, industry, and legal requirements.

16.3 The App, when used on a mobile device, will require access to photos or files to attach fax files for sending. Notifyre will only access photos and files for the specific purpose of attaching and sending fax messages submitted by the Customer.

16.4 Updates will be automatically published from time to time to enhance and improve Customer’s access to Services. At its discretion, Notifyre will endeavour to communicate all major updates to the App.

16.5 Notifyre will use reasonable efforts to have the App approved by the Apple® and Google Play® app stores. However, the Customer will not be entitled to a refund of any fees or subscriptions incurred should the App not be available in any such app store.

16.6 Notifyre or any related entity or party of Notifyre will not under any circumstances accept liability for any damages or losses occurring be they direct, indirect, incidental, identifiable, special, or consequential arising from not being able to use or fully use the App or arising from any mistake, omission, interruption, deletion to or loss of data, or virus or howsoever occurring which affects the performance or availability of the App or being able to transact via the App.

16.7 The Customer must ensure its own security measures are implemented to secure access and/or use of the App and associated SMS, MMS or fax service available to access via the App.

16.8 The Customer will be responsible for all funds used via the App. See standard SMS/fax Pricing for message charge calculations.

17. Confidentiality, Data and Privacy

17.1 Notifyre shall neither disclose to third parties nor use for any purpose other than for the proper fulfillment of the purpose of these Terms and Conditions any information or content received from the Customer in whatever form under or in connection with these Terms and Conditions without the prior written permission of the Customer.

17.2 The above-mentioned limitations shall not apply to information which:

17.2.1 was in the possession of Notifyre prior to disclosure hereunder as proven by the written records of Notifyre;

17.2.2 was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained;

17.2.3 was disclosed by a third party without breach of any obligation of confidentiality owed to the Customer; or

17.2.4 was independently developed by personnel of Notifyre.

17.2.5 is otherwise required to disclose to a government authority as required by law.

17.3 Notifyre will not sell the Content or information of the Customer to any person.

17.4 Notifyre will ensure all personal Customer information, account data, and credit card details are maintained in a secure location.

17.5 All information will be kept confidential to the best of our ability; however, due to the nature of online communication, we cannot guarantee the security of transmissions which occur beyond our security control limitations. Personal information is not shared to third parties for marketing or trading purposes and will only be provided to internal companies associated with Notifyre on a need-to-know basis.

17.6 Notifyre will store all information required for message processing for at least the period reasonably necessary to fulfill the purposes outlined in these Terms and Conditions unless a longer retention period is required by law.

17.7 Notifyre will store SMS, MMS or fax message content for the specified period as per Notifyre Service Specifications or unless otherwise selected by the Customer. The Customer acknowledges that after such time, this data may not be available or retrievable. Notifyre accepts no liability or responsibility whatsoever for any failure or malfunction of content retention, whether or not such failure prevents you from utilizing the feature, including but not limited to the storage or deletion of any faxes. See Section 13. Customer Responsibilities and Message Recovery.

17.8 By agreeing to Notifyre's Terms and Conditions, the Customer grants Notifyre the right to reference the Customer and use its company name, logo, trademark, trade name, service mark, or other commercial designation in marketing and promotional materials, including but not limited to the Notifyre website, customer case studies, presentations, and advertisements. This right is granted for the purpose of demonstrating the Customer's use of Notifyre's services and building trust with potential clients.

17.9 See Notifyre's Privacy Policy for full details. You may obtain a copy of our current Terms and Conditions by downloading a copy or by contacting us.

18. Legal Notices

18.1 The current rates and pricing for using the Services may be obtained on the Notifyre website or by calling Notifyre. Notifyre reserves the right to change fees, surcharges, and monthly subscription costs or to introduce new fees at any time.

18.2 If the Customer has a question or complaint regarding the Service, please contact us at support@notifyre.com. You may also contact Notifyre in writing by post to Notifyre, PO Box 199, Maroochydore, Queensland, 4558, Australia.

19. Contact Us

If the Customer has any questions about these Terms and Conditions or otherwise needs to contact Notifyre for any reason, please email support@notifyre.com.