

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 our Services.

These Terms form part of our Standard Form of Agreement (“SFOA”). Documents that form the SFOA include:

1. These Terms;
2. The Service Description;
3. Applicable Critical Information Summary that apply to the plan you purchase from us;
4. Value Added Service Description that applies to value added services available as part of the Service supplied;
5. Standard Pricing Table;
6. Billing & 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 these Terms:

1. Business Day: Means a day other than (i) a Saturday or Sunday, or (ii) a public holiday in New South Wales.
2. Circles.Life, we or us: Means Circles Australia Pty Ltd.
3. Circles.Life Account: Means the account created as our Customer via the Circles.Life App or the Circles.Life Website at the following link: https://www.circles.life/my_profile.
4. Circles.Life App: Means the application created and managed by us that allows Customers to manage and control their Circles.Life plan.
5. Circles.Life Website: Means <https://www.circles.life/au/>.
6. Content: Means any images, text, videos or any other materials or content displayed on the Circles.Life Website or the Circles.Life App.
7. Contract: Means the contract formed upon activation of a Service in accordance with your Order through the Circles.Life Website or Circles.Life App.
8. Customer: Means any individual who has a Contract with us for a Service or who otherwise acquires a Service from us, or who seeks to do either of this.
9. 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.
10. 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 Service Description.

11. Order: Means an order submitted by you on the Circles.Life Website or the Circles.Life App to purchase a Service from us;
12. Order Confirmation: Means an email from us to you, in which we acknowledge your Order.
13. Services: Means services provided to you and includes any related goods or equipment we supply to you in connection with those services.

III. ELIGIBILITY AND ACCOUNT REGISTRATION

Please note that to place an Order, you must be over eighteen (18) years of age.

In placing an Order with Circles.Life, you warrant and represent that all information provided to us at the point of placing such Order is accurate and true. You are required to inform us promptly of any changes to your information. We may conduct various verification measures to verify your identity and 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.

We may also 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 our Services and to confirm your identity.

We reserve the right to accept or refuse any Order or 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, or for no reason at all.

IV. SERVICES AND DELIVERY

The provision of, and your use of, our Services are subject to the SFOA.

We reserve the right to withdraw any Services from the Circles.Life Website or the Circles.Life App at any time and/or remove or edit any Content provided on the Circles.Life Website or the Circles.Life 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 the withdrawal of any Services from the Circles.Life Website or the Circles.Life App.

Whilst we always use best efforts to ensure that all details, descriptions and prices which appear on the Circles.Life Website, the Circles.Life App or our SFOA are accurate, there may be errors. If we discover an error in the price of any Service which you have ordered, we will inform you as soon as possible and give you an option to either (i) reconfirm your Order at the correct price or (ii) cancel your Order. 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 your delivery address provided to us in your Order, 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 incurred by you arising out of any issues with delivery, including but not limited to late delivery or missed 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 goods or equipment supplied to you 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 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 or our delivery partner's end, we will waive and reimburse this \$15 AUD re-delivery fee after investigation.

For additional terms and conditions that apply to any Services, please refer to the other relevant documents which form the SFOA.

V. PAYMENT FOR SERVICES

You are responsible for, and will need to pay for, any use of our Services, whether you authorise it or not, except to the extent we have caused or contributed to any unauthorised use. Applicable charges, fees and the details of your billing arrangements will be set out in the Service Description, the Critical Information Summary applicable to the Service, our [Standard Pricing Table](#) and our [Billing and Payment Policy](#). We may offer credit caps or caps on usage in order to minimise bill shock and to manage your credit risk for some Services, however we do not promise to do so. Information on caps are included in the documents referred to above.

You should take steps to prevent unauthorised use of the Services (for example, by using passwords, PIN numbers and/or any other security measures to control who gains access to and is able to use the Services). You can contact us to arrange for your Services to be suspended if for example, your mobile phone has been lost or stolen.

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, a copy of which can be found [here](#). 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 Services, we may charge you for one-time fees and other similar charges. These charges may include but are not limited to registration fee, port-in fee, delivery fee, SIM replacement fee, number change fee, deposit fee and/or 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 that 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 for 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 Circles.Life Account and/or a restriction, disconnection or suspension of Services. We will notify you at least five (5) Business Days prior to the suspension of your Circles.Life Account and/or restriction, disconnection 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 details of any financial hardship assistance that may be available to you.

You may request us to review any decision to suspend your Circles.Life Account or restrict, suspend or disconnect your Services. 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 you in relation to 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 XII(Complaints and Contact) and our Complaints Handling Policy.

VI. YOUR RESPONSIBILITIES

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

1. Commit or encourage criminal offences;
2. Transmit or distribute viruses, including but not limited to trojan horses, worms and logic bombs;
3. Post any other material on the Circles.Life Website, the Circles.Life App or any Circles.Life social media channels which is malicious, harmful, in breach of confidence or in any way offensive or obscene;
4. Hack into, decompile, distribute or modify any aspect of the Services, the Circles.Life Website, the Circles.Life App or any Circles.Life social media channels;
5. Corrupt, delete, distort, create unauthorised copies or disclosures of any data;
6. Conduct any act that cause annoyance to other users on the Circles.Life Website, the Circles.Life App, any Circles.Life social media channels or the Services;
7. Interfere with the efficiency of our network and/or the operation of our Services in any way;
8. Infringe any rights of any third party's proprietary rights;
9. Send, post or otherwise transmit any unsolicited advertising or promotional materials;
10. Attempt to affect or monitor the performance or functionality of the Circles.Life Website, the Circles.Life App, any Circles.Life social media channels or the Services;
11. Conduct any act that is likely to cause confusion amongst Customers or discredit, mislead or distort our reputation and that of our group of companies.

We may (but are not obliged to) contact you if we become aware of excessive registrations for, or activations of, the Service by you or an unusually high use of the Services by you (including to verify any costs or charges which you may have incurred).

Code of Conduct

When interacting with our staff (whether electronically, over the phone, in person, or in any other manner, you must always treat our staff with courtesy and respect, and you must not:

1. Act unreasonably towards us;
2. Engage in any conduct which is offensive, aggressive, discriminatory, abusive, threatening or inappropriate towards another person;
3. Make persistent and unreasonable demands of our staff;
4. Harass or make threats (in any way and in any form) to the safety or wellbeing of any person;
5. Destroy or damage our property;
6. Engage in any actions or use any words (whether oral or written) that are verbally, physically, sexually or psychologically abusive;
7. Comment on the physical, cultural, political, religious or sexual inclinations of another person.

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 your 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 us, we will be able to view your Mobile Number even if you have chosen to deactivate the calling number display.

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 emergency services cannot be deactivated.

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.

VII. CONSUMER RIGHTS AND LIMITATIONS OF LIABILITY

We have responsibilities and obligations to our Customers under the law, including but not limited to the Telecommunications Act 1997, the Telecommunications (Consumer Protection and Service Standards) Act 1999, and the Competition and Consumer Act 2010 (“CCA”). Nothing in these Terms or the SFOA limit or exclude any rights you may have under any existing laws or regulations that cannot be limited or excluded. 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 our Services are used by you in pursuit of financial gain, it is important that you have an alternative means of communication available and do not solely rely on our Services. As our Services are provided to you for the primary purpose of personal, domestic or household use, we do not accept liability to you for losses that result from the use of our Services in connection with the conduct of a business, save for any liability that cannot be excluded under any laws or regulation. If that liability cannot be excluded but can be limited under any legislation, we limit our liability to resupplying, repairing or replacing the relevant services (or payment of the cost of resupply) where it is fair and reasonable to do so.

We will use due care and skill in providing our Services and we will provide our Services in accordance with the SFOA. Save as stipulated in the SFOA and under any laws or regulations, we do not warrant that the Circles.Life Website, the Circles.Life App and any Services will be uninterrupted, available at all times, free from errors and issues, or that any identified error or issue will be resolved. In particular, you acknowledge that telecommunications services are dependent on third-party suppliers that provide systems and services to us. We do not own or control these third-party suppliers, and are not responsible for any interruption, degradation or failure of the Services to the extent it is caused or contributed to by these third-party suppliers.

Save as stipulated in the SFOA and under any laws or regulations, and to the fullest extent allowed, the use of the Circles.Life Website, the Circles.Life App, any Circles.Life social media channels and our Services are at your own risk and in no event will we or our suppliers be liable to you for any direct, indirect, incidental, special, punitive or

consequential damages, losses, costs, charges or expenses, including without limitation loss of revenue or profit that you incur (collectively, “Losses”), whether based on warranty, contract, tort (including negligence), strict liability or otherwise, and whether or not we are 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, the Circles.Life App, any Circles.Life social media channels or the Services.

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 Services by written notice and without any liability to you other than a refund of the price of the Services already paid for by you and not delivered.

We are not liable for any Losses to the extent that they are caused by you (for example through your breach of Contract or negligence) or result from your failure to take reasonable steps to avoid or minimise your Losses.

You are liable to us for any breach of the SFOA or a Contract by you that causes loss to us.

VIII. PRIVACY AND CREDIT REPORTING

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

IX. NOTICES

Any notice to be given to you under the SFOA or a Contract shall be given in writing, whether via letter or email, to you at the address or email address provided to us. Notices given by post shall be deemed to have been served within two (2) Business Days of being posted to your 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, CIRCLES.LIFE APP AND SOCIAL MEDIA CHANNELS CONTENT

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

XII. COMPLAINTS AND CONTACT

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.

You may contact us through one of the following methods:

1. Live Chat through our website at <https://www.circles.life/au/help/> or on our Circles.Life app during our advertised business hours
2. Contact us forms via our website at <https://www.circles.life/au/help/> or Circles.Life app
3. Email us directly at happinessau@circles.asia

4. Our official Social Media accounts on Facebook and Instagram

The above options are the best way to reach us, but you may also contact us at:

1. Voicemail at 1300 863 004 (Toll-free) or +61 2905 39420
2. Post to Circles Life Australia Pty Ltd, Circles Life % WeWork, 383 George Street, Sydney NSW 2000

Please clearly indicate in the title of the communication the nature of the communication. Upon receiving your communication, we will acknowledge receipt of the communication within two (2) Business Days.

We will use our best endeavours to resolve any complaints or disputes when they first arise in accordance with our Complaints Handling Policy, which can be found at the following link:

<https://circles-legal.s3.ap-southeast-1.amazonaws.com/au/circles.life-complaint-handling.pdf>

If you are not satisfied with how we handled your complaint or dispute, you may refer the dispute or complaint to external arbiters, such as the Telecommunications Industry Ombudsman, the Department of Fair Trading or Department of Consumer Affairs in your state or territory.

XIII. GENERAL

Entire Agreement:

The SFOA apply to all Orders and Contracts made or to be made by us for the sale and supply of Services. The SFOA constitutes the entire agreement between you and us and supersede any and all preceding and contemporaneous agreements between us.

Cancellation:

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:

- You breach the Code of Conduct outlined above;
- There is an emergency;
- We reasonably suspect fraud by you or any other person in connection with the Services,
- Any amount owing to us in respect of the Services 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 thereafter, 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, and we reasonably believe we are unlikely to receive payment for amounts due;
- The Services are suspended for more than 7 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 7 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 our 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 Services 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 Service Description and the Standard Pricing Table for your Services for details of any applicable cancellation fee);
- If an intervening event prevents the supply of 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 our network or our 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 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 us 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 us.

Variation:

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

We will provide at least thirty (30) days' notice of any changes to the SFOA that may adversely affect your use of the Services, 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 you have not received.

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

Governing Law and Dispute Resolution:

The SFOA 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 us must be made or conducted in English.

Third Party Rights:

No person who is not a party to the SFOA 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 SFOA or Contract its assent to any such Term.

Assignment and Novation:

We may assign, novate or otherwise transfer some or all of our rights, benefits, obligations and/or liabilities under the SFOA or a Contract to any person ("Incoming Party"), provided that:

- The Incoming Party will assume those rights, benefits, obligations and/or liabilities; and
- Your rights under the SFOA and your Services will not be prejudiced as a result of the assignment, novation or transfer.

You must accept performance by the Incoming Party in place of performance by us.

We may perform any of our obligations under the SFOA 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.

Save as set out above, you may not assign, novate, transfer, charge, sub-contract, create a trust or deal in any other manner with the SFOA or a Contract of any and all of your rights or obligations under the SFOA or a Contract.

Relationship:

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

Severability:

If any clause in the SFOA or a Contract shall become or is declared by a court of a competent 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.

Life-Threatening and Unwelcome Communications:

Please refer to our Unwelcome, Life-Threatening Communications & Domestic Violence Policy for more information on unwelcome communications and life-threatening communications and how these communications will be dealt with.

Unwelcome communications are communications that are unwelcome, but not life-threatening - These may be in the form of repeated verbal calls, text messages or voicemails.

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

Life-threatening Communications are communications where a person believes on reasonable grounds 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 are in a life-threatening situation or become aware of a situation involving a life-threatening communication, we urge you to contact emergency services on 000 or 112 immediately. They will liaise with us if they need further information.

Do Not Call Register:

If you wish to reduce the amount of unwanted telemarketing calls you receive, you may wish to consider registering your number on the Do Not Call Register. This can be done either by yourself or through a nominee via the website: <https://www.donotcall.gov.au/>. You can remove your number from the Do Not Call Register at any time.

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. If you would like to nominate another person to speak to us on your behalf, we may contact the nominated person to follow up on your nomination and seek their consent, in line with our Privacy Policy. We may require you to provide a letter of authorisation or power of attorney detailing the

nomination and consenting to the sharing of information between the nominated person and us. Below is a table showing the levels of authority you can allow 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 Need Assistance to Contact Circles.Life:

If English is not your first language, you can contact us through 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/>. If you are unable to contact us via the National Relay Service, please contact us directly via the outreach channels above. We will work with you to ensure you receive the appropriate assistance.

Waiver:

No failure or delay by us or you in exercising any right under the SFOA 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 SFOA or a Contract.