LEGAL

Terms and Conditions of Trade

ABN 49 107 979 546 | Version 3.4 | Effective 28 October 2026

Published at www.teracomsolutions.com.au/terms. This version replaces all earlier terms.

How these terms are organised

Part A sets out the general terms that apply to everything Teracom Solutions supplies. The Schedules add terms for particular services: online store orders (Schedule 1), installation and project work (Schedule 2), monitoring services (Schedule 3) and the Teracom AI platform (Schedule 4). Schedule 5 is the Acceptable Use Policy, Schedule 6 applies to trade credit accounts, and Schedule 7 is the personal guarantee given by the directors of a company or trust that holds a credit account.

If a Schedule conflicts with Part A, the Schedule prevails for that service. If a signed quote, order form or application conflicts with these Terms, that document prevails to the extent of the inconsistency.

Part A — General terms

1 Definitions and interpretation

1.1 In these Terms:

ACL means the Australian Consumer Law, being Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Business Day means Monday to Friday, excluding public holidays in Victoria. Teracom's business hours are 9.00am to 4.30pm on Business Days.

Consumer has the meaning given in the ACL.

Contract means a contract for the supply of Goods or Services formed under clause 2.

Customer means the person or entity acquiring Goods or Services, jointly and severally if more than one.

Equipment means security, monitoring, automation or other hardware supplied or installed by Teracom.

Fees means the amounts payable for Goods or Services, as set out in a Quote, at checkout, or in an application form.

Goods means goods supplied by Teracom, whether separately or as part of the Services.

Order means an order placed by the Customer, including an order placed through the Website.

Platform means the Teracom AI platform described in Schedule 4.

Quote means a written quote given by Teracom for a proposed supply.

Services means services supplied by Teracom, including design, installation, maintenance, monitoring and the Platform.

Site means the premises at which Services are performed or Equipment is installed.

Subscription means a recurring supply, including monitoring services and the Platform.

T-Credit has the meaning given in Schedule 4.

Teracom means Teracom Solutions Pty Ltd ABN 49 107 979 546.

Terms means these Terms and Conditions of Trade.

Website means www.teracomsolutions.com.au and any Teracom customer portal.

1.2 Headings are for convenience only. The singular includes the plural. A reference to legislation includes any amendment or replacement of it. Nothing in these Terms excludes, restricts or modifies any right or remedy the Customer has that cannot lawfully be excluded, restricted or modified.

2 Basis of contract

2.1 These Terms apply to every Contract between Teracom and the Customer.

2.2 A Quote is valid for 30 days from its date, unless it says otherwise or is withdrawn earlier by notice.

2.3 A Contract is formed when:

(a) Teracom accepts the Customer's acceptance of a Quote or a booking; or

(b) for an Order placed through the Website, Teracom confirms dispatch of the Goods or commencement of the Services (payment at checkout alone does not form a Contract); or

(c) for a Subscription, Teracom activates the Subscription following the Customer's acceptance of these Terms and the applicable application or order form.

2.4 Where the Customer accepts these Terms electronically, Teracom records the version accepted, the date and time, and the account that accepted them. That record is evidence of acceptance. Acceptance given electronically has the same effect as a signature under the Electronic Transactions (Victoria) Act 2000.

2.5 Teracom may decline an Order. If Teracom declines an Order after payment has been taken, Teracom will refund that payment in full.

2.6 The Customer must give Teracom accurate information about its requirements, including any ABN, purchase order or job reference it wants shown on documents. Teracom may rely on that information.

3 Prices and payment

3.1 Prices are those shown in the Quote or at checkout. Unless stated otherwise, prices shown on the Website include GST, and prices in a Quote for installation or project work are stated exclusive of GST and show GST separately.

3.2 Teracom may change a price before a Contract is formed. After a Contract is formed, Teracom may only change the price:

(a) where the Customer requests additional or different Goods or Services, in which case clause 2 of Schedule 2 applies; or

(b) on at least 30 days written notice, in which case the Customer may cancel the affected Contract or Subscription before the new price takes effect, without charge and without penalty.

3.3 Teracom does not apply a surcharge for payment by card. Accepted payment methods are card payment through Teracom's payment provider, direct debit, and electronic funds transfer where credit terms apply.

3.4 Unless otherwise agreed in writing:

(a) Website Orders are payable in full at checkout;

(b) where credit terms are offered, invoices are payable by the last day of the month following the month in which the invoice is dated, and Schedule 6 applies;

(c) where credit terms are not offered, installation and project work is payable as a deposit of 20% on booking, progress payments as set out in the Quote, and the balance on completion;

(d) Subscriptions are payable in advance, monthly or annually as selected.

3.5 Teracom issues a receipt for each payment and will issue a tax invoice on request at no charge.

3.6 Payments must be made in full without set-off or deduction, except for an amount the Customer is withholding because of a genuine dispute notified under clause 15.

3.7 Time for payment is of the essence.

3.8 Where the Customer applies for credit terms, the Customer authorises Teracom to obtain a credit report about it from a credit reporting body, and to give that body information about the Customer's credit arrangements with Teracom, in each case as permitted by the Privacy Act 1988 (Cth). Teracom's Privacy Policy explains how that information is handled. This clause does not apply to a Customer who does not apply for credit terms.

4 If payment is not made

4.1 If the Customer does not pay an amount by its due date, Teracom may:

(a) charge interest on the overdue amount at the rate fixed under the Penalty Interest Rates Act 1983 (Vic) plus 2% per annum, from the due date until payment in full;

(b) recover from the Customer the reasonable costs Teracom actually incurs in recovering the amount;

(c) after giving the Customer written notice and at least 14 days to pay, suspend further supply; and

(d) after giving the Customer written notice and at least 14 days to pay, terminate an uncompleted Contract.

4.2 Teracom may also exercise the rights in clauses 4.1(c) and (d) immediately if the Customer becomes bankrupt or insolvent, or an administrator, receiver, liquidator or similar officer is appointed over its assets.

4.3 If the Customer becomes entitled to withhold an amount because of a genuine dispute notified under clause 15, clause 4.1 does not apply to the disputed amount while the dispute is being resolved.

5 Title, risk and the PPSA

5.1 Risk in Goods passes to the Customer on delivery to the Customer or its nominated carrier, or on installation, whichever happens first.

5.2 Title in Goods remains with Teracom until Teracom receives payment in full in cleared funds for those Goods. Until then the Customer must keep the Goods identifiable and must not dispose of them other than in the ordinary course of its business.

5.3 These Terms constitute a security agreement for the purposes of the Personal Property Securities Act 2009 (Cth) (PPSA). Teracom has a purchase money security interest in all Goods supplied and their proceeds, which attaches when the Goods are dispatched from Teracom's premises.

5.4 To the extent permitted by the PPSA, the Customer waives the right to receive notices under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.

5.5 If the Customer has not paid for Goods and Teracom is entitled to recover them, Teracom may enter the premises where the Goods are located to remove them, after giving the Customer reasonable notice and causing as little disruption and damage as reasonably possible. Teracom is responsible for any damage it causes in doing so.

6 The Customer's obligations

6.1 The Customer warrants that it owns the Site or is authorised to have the Services performed there.

6.2 The Customer is responsible for the accuracy of the requirements it gives Teracom.

6.3 The Customer must give Teracom clean, safe and timely access to the Site and ensure the Site is prepared for the Services, including working 240 volt power where required.

6.4 The Customer must not allow anyone other than Teracom or a person authorised by Teracom to alter, service or interfere with Equipment that Teracom monitors or maintains.

6.5 The Customer indemnifies Teracom against loss Teracom suffers because of the Customer's breach of these Terms, its negligence, or inaccurate information it supplies. This indemnity does not apply to the

extent the loss was caused by Teracom's own act, omission, negligence or breach, and does not apply where the Customer is a Consumer and Teracom has not used due care and skill.

7 Delivery, installation and timing

7.1 Delivery within Australia of Goods ordered through the Website is charged at Teracom's published flat rate, currently $15.00 per Order, and is usually delivered within 3 to 7 Business Days of dispatch. That period is an estimate.

7.2 Dates given for delivery or completion are estimates. Teracom will tell the Customer as soon as practicable if an estimated date will be missed, and will supply within a reasonable time.

7.3 If Teracom cannot supply within a reasonable time, the Customer may cancel the affected Contract and receive a refund of amounts paid for Goods not delivered and Services not performed.

7.4 Nothing in this clause limits the Customer's rights under the consumer guarantees in the ACL, including the guarantee that services be supplied within a reasonable time.

Your rights under the Australian Consumer Law

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

To make a claim under this warranty or a consumer guarantee, contact Teracom Solutions first, on +61 3 9708 2685 or at sales@teracomsolutions.com.au, or by post at 1B Yazaki Way, Carrum Downs VIC 3201. Please tell us what the product is, when and where it was bought, and what the problem is, and we will confirm the return address and the next steps before anything is sent back. Teracom will tell you what evidence of purchase and what details of the fault are needed, and will bear the reasonable cost of returning goods that turn out to be faulty. Teracom is your first point of contact for warranty support, whichever brand you bought.

8 Warranties

8.1 The statement above is Teracom's warranty against defects for the purposes of the ACL, and applies in addition to the consumer guarantees.

8.2 Many Goods also carry a manufacturer's warranty. Teracom will help the Customer obtain the benefit of any manufacturer's warranty, and details for each brand are published on Teracom's warranty page.

8.3 Apart from the consumer guarantees, this warranty and any express warranty stated in a Quote, no other warranty about quality, fitness for purpose, condition, design or performance is included in a Contract.

9 Returns and change of mind

9.1 This clause is in addition to the Customer's rights for faulty Goods or Services, which are set out above.

9.2 Where the Customer has changed its mind, Teracom will accept a return of Goods bought through the Website within 14 days of delivery if the Goods are unused, in their original and unopened packaging, and resalable. The Customer pays return freight. Teracom refunds the purchase price, excluding the original delivery charge.

9.3 Change of mind returns are not available for Goods made or ordered specially for the Customer, Goods that have been installed or programmed, software or licences that have been activated, or Subscription fees for a period that has begun.

9.4 Refunds are made to the original payment method within 5 Business Days of Teracom receiving the returned Goods.

10 Cancellation

10.1 The Customer may cancel a Contract before Goods are dispatched or Services commence, at no charge. After that, the Customer may cancel by written notice, and must pay for Goods supplied and Services performed up to the cancellation, plus any costs Teracom has reasonably and unavoidably committed for that Contract.

10.2 Teracom may cancel a Contract if it is unable to supply, and will refund amounts paid for Goods not delivered and Services not performed.

10.3 Cancellation of a Subscription is dealt with in the Schedule for that Subscription.

10.4 If a Contract is an unsolicited consumer agreement under the ACL, for example one negotiated at the Customer's home or during an uninvited telephone call, the Customer may cancel it within the cooling-off period the ACL provides, by telling Teracom verbally or in writing. During that period Teracom will not accept payment, will not begin the Services, and will not supply Goods worth more than $500. If Teracom has supplied Goods during that period and the Customer cancels, the Customer must allow Teracom reasonable access to collect them within 30 days.

11 Liability

11.1 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy under the ACL that cannot lawfully be excluded, restricted or modified. Where goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption, Teracom does not limit its liability for failure of a consumer guarantee.

11.2 Subject to clause 11.1 and 11.4, Teracom's total liability to the Customer for all claims arising out of a Contract is limited, at Teracom's option, to resupplying the Services or replacing the Goods, or to the amount the Customer paid Teracom under that Contract in the 12 months before the event giving rise to the liability.

11.3 Subject to clause 11.1 and 11.4, Teracom is not liable for indirect or consequential loss, or for loss of profit, revenue, data or anticipated savings.

11.4 Nothing in these Terms limits Teracom's liability for death or personal injury caused by its negligence, for fraud, or for wilful misconduct.

11.5 The Customer must take reasonable steps to mitigate any loss it suffers.

12 Privacy and personal information

12.1 Teracom handles personal information in accordance with the Privacy Act 1988 (Cth) and its Privacy Policy, published at www.teracomsolutions.com.au/privacy.

12.2 The Privacy Policy explains what Teracom collects, the service providers it uses, how to access or correct personal information, how to complain, and the Customer's right to complain to the Office of the Australian Information Commissioner.

12.3 Additional data terms for the Platform are in Schedule 4, and for monitoring services in Schedule 3.

13 Suspension and termination

13.1 Either party may terminate a Contract if the other party breaches it and does not remedy the breach within 14 days of written notice describing the breach.

13.2 Either party may terminate immediately if the other becomes insolvent, or an administrator, receiver or liquidator is appointed over its assets.

13.3 Teracom may suspend supply where clause 4.1 applies, or where the Customer's use breaches Schedule 5. Where practicable Teracom will give notice before suspending and will restore the service promptly once the cause is resolved.

13.4 Termination does not affect rights that have already accrued.

14 Events outside a party's control

14.1 Neither party is liable for failing to perform an obligation to the extent it is prevented by an event beyond its reasonable control. The affected party must notify the other promptly and take reasonable steps to reduce the effect.

14.2 This clause does not apply to an obligation to pay money that is already due.

14.3 If the event continues for more than 30 days, either party may terminate the affected Contract by notice, and Teracom will refund fees paid for Services not supplied.

15 Resolving disputes

15.1 A party with a complaint must notify the other in writing, describing the issue and the outcome it seeks. The parties must then try in good faith to resolve it within 14 days.

15.2 If it is not resolved, either party may refer the dispute to mediation before starting proceedings, except where urgent relief is needed.

15.3 Nothing in this clause prevents the Customer from contacting Consumer Affairs Victoria, the ACCC, or any tribunal or ombudsman, at any time.

16 Changes to these Terms

16.1 Teracom may change these Terms. Each version is numbered and dated, and the current version is published on the Website.

16.2 A change does not affect a Contract already formed, except where the change is required by law.

16.3 For a Subscription, Teracom will give at least 30 days written notice of a change that is more than minor. If the change would disadvantage the Customer, the Customer may cancel the Subscription before the change takes effect, without charge and without penalty, and Teracom will refund fees paid for the unused period.

16.4 This version applies to Contracts entered into on or after 28 October 2026. A Contract, monitoring agreement or Subscription entered into before that date continues under the terms that applied when it was made, and this version applies to it from its next renewal. The renewal notice will say so and will link to this version.

17 Transferring this contract

17.1 The Customer may transfer its rights under a Contract with Teracom's written consent, which Teracom will not unreasonably withhold.

17.2 Teracom may transfer its rights and obligations to a purchaser of its business or the relevant part of it, on written notice to the Customer, provided the transfer does not reduce the Customer's rights or increase its obligations. Otherwise Teracom needs the Customer's consent, which the Customer will not unreasonably withhold.

17.3 Teracom may use subcontractors, and remains responsible for work they do.

18 General

18.1 These Terms are governed by the law of Victoria, and the parties submit to the non-exclusive jurisdiction of its courts.

18.2 A failure to enforce a term is not a waiver of it.

18.3 If a term is unenforceable it is read down so far as necessary, or severed, without affecting the rest.

18.4 Notices may be given by email to the address each party last notified, and are taken to be received on the next Business Day after sending.

18.5 These Terms, together with the applicable Quote, order form or application, are the entire agreement between the parties about their subject matter.

Schedule 1 — Online store orders

1.1 Orders through the Website require a Teracom customer account. The Customer must keep its account details accurate and its password secure.

1.2 Displayed prices include GST. Account holders receive member pricing, currently 10% below recommended retail price, applied at checkout. Teracom may change member pricing on notice published on the Website.

1.3 Promotion codes are subject to any conditions stated with the code, have no cash value, and may be withdrawn or expire. One promotion code may be used per Order unless the code says otherwise.

1.4 Delivery within Australia is charged at a flat rate per Order containing physical Goods, currently $15.00, shown at checkout, with an estimated delivery of 3 to 7 Business Days. Orders containing only Services or licences are not charged delivery.

1.5 If Goods are unavailable after an Order is placed, Teracom will contact the Customer to offer a back-order, a substitute or a refund.

1.6 Website content, including images and specifications supplied by manufacturers, may contain errors. If an Order is affected by an obvious pricing or description error, Teracom may cancel the Order and refund the Customer in full. Teracom will not rely on this clause where the Customer has already received the Goods and the error was not obvious.

1.7 The Customer may enter an ABN, purchase order number or job reference at checkout, which Teracom will show on the Customer's documents.

1.8 Returns are dealt with in clause 9 of Part A and in the warranty statement in Part A.

Schedule 2 — Installation and project services

2.1 Installation is carried out during Teracom's business hours unless otherwise agreed. Work outside those hours is charged at Teracom's then current out-of-hours rates, quoted before the work is done.

2.2 If Teracom encounters conditions at the Site that were not reasonably apparent when the Quote was prepared, or if the Customer requests a change, Teracom will notify the Customer with an estimate of the additional cost and time. Teracom will not carry out the additional work, or charge for it, until the Customer approves the estimate in writing. If the Customer does not approve it, either party may cancel the affected part of the Contract, and the Customer pays only for work already performed.

2.3 The Quote is based on free access for cabling, the use of existing power outlets and communications outlets where suitable, and the Customer making the Site available as scheduled. Costs of making these available are not included unless the Quote says so.

2.4 Teracom will train the Customer's nominated people in the use of the installed system at handover. Additional training sessions are charged at Teracom's then current rates.

2.5 Detection devices operate on a line of sight basis. The Customer should contact Teracom before rearranging the Site in a way that may obstruct them, or if its security requirements change.

2.6 The Customer should include installed Equipment in its own insurance cover once risk has passed.

2.7 Teracom performs installation work in accordance with the applicable Australian Standards and licensing requirements.

2.8 The Customer must tell Teracom before work starts about any hazard at the Site that could affect the work, including asbestos, unsafe structures, live services or contaminated areas, and about the location of concealed services such as wiring, pipes and cabling. If Teracom reasonably considers the Site unsafe, it may stop or postpone work until the Site is made safe, without that being a breach of the Contract, and completion dates extend accordingly. Teracom is not liable for damage to concealed services whose location the Customer did not disclose.

Schedule 3 — Monitoring services

3.1 What Teracom provides

(a) Teracom monitors signals from the Customer's Equipment at Teracom's central monitoring centre, 24 hours a day, 7 days a week, subject to maintenance and to events outside Teracom's reasonable control.

(b) On receiving a signal, Teracom follows the alarm dispatch procedure recorded in the Customer's application, which may include contacting the Customer's nominated contacts and, where selected, dispatching a patrol or notifying emergency services.

(c) Teracom keeps a log of signals received and action taken. The log is evidence of what was received and done, and the Customer may request a copy.

(d) Optional services, including patrol response, static guard, supervised or semi-supervised monitoring and CCTV monitoring, apply only if selected in the application and are charged at the fees shown there.

(e) Teracom acts on the monitoring instructions the Customer gives, and does not take action on a signal that those instructions do not provide for. The Customer is responsible for keeping the instructions accurate, current and suited to the Site, and must tell Teracom whenever they need to change. If the instructions are internally inconsistent or plainly wrong, Teracom may correct the obvious error so the service can continue, and will tell the Customer what it changed as soon as practicable.

(f) Where the instructions ask Teracom to notify police, fire or ambulance services, Teracom will do so in line with those services' own procedures. Those procedures decide whether and how they attend, they differ by location and change from time to time, and neither Teracom nor the Customer controls them. In some areas they attend only in limited circumstances. Where their procedures and the Customer's instructions conflict, their procedures prevail and Teracom is not liable for following them. Any charge those services impose for attending is payable by the Customer, including for a false alarm.

3.2 Term, renewal and cancellation

(a) The initial term is 12 months from the date monitoring starts, unless the application says otherwise.

(b) At the end of the initial term the agreement continues month to month, unless the Customer chooses a further fixed term. Teracom will give the Customer at least 30 days written notice before each renewal, stating the renewal date, the fees that will apply, and how to cancel.

(c) After the initial term the Customer may cancel at any time by giving 30 days notice, in writing or through the Website. Cancellation must be at least as easy as signing up was.

(d) If the Customer cancels during the initial term, the Customer pays the monitoring fees for the balance of the initial term, capped at 3 months of fees, plus Teracom's reasonable decommissioning costs. This amount is a genuine pre-estimate of Teracom's loss.

(e) Teracom may terminate on 14 days written notice if the Customer breaches this Schedule and does not remedy the breach in that time, and immediately if the Customer becomes insolvent or uses the service unlawfully. Teracom will not terminate for a breach the Customer has remedied.

(f) Either party may terminate if the Site is sold or vacated, on 30 days notice. The Customer should tell Teracom before vacating or selling the Site.

(g) This Schedule applies to monitoring agreements entered into on or after 1 October 2026. Agreements made before that date continue under their existing terms until their next renewal, when this Schedule applies.

3.3 Fees

(a) Monitoring fees are payable monthly or quarterly in advance, as selected in the application.

(b) Teracom may change the fees on at least 30 days written notice. The Customer may cancel before the new fee takes effect, without charge.

(c) Additional fees apply for call-outs outside business hours, additional site visits, reprogramming, decommissioning, additional services, and costs charged to Teracom by emergency services for attending the Site. Teracom will tell the Customer the applicable rate before providing chargeable work where practicable.

3.4 The Customer's obligations

The Customer must:

- keep the Equipment in good order, have it serviced, and report faults to Teracom promptly;
- maintain the power, telephone or internet connection the monitoring service depends on, including an always-on connection of sufficient bandwidth where CCTV monitoring is selected;
- keep nominated contacts and their details current;
- take reasonable steps to prevent false alarms, and test the system periodically after notifying Teracom;
- give Teracom and its authorised contractors safe access to the Site to install, service and maintain the Equipment;
- not allow unauthorised work on the Equipment; and
- tell Teracom before changing its carrier, bank details, or the occupancy of the Site.

3.5 Limits of the service

(a) Monitoring reduces risk but cannot prevent crime, fire or loss. Signals depend on power, communications networks and equipment that Teracom does not control and that can fail.

(b) Teracom is not an insurer. The Customer should maintain its own insurance.

(c) Clause 11 of Part A applies to this Schedule, including the preservation of the Customer's rights under the ACL.

3.6 CCTV and privacy

(a) Where CCTV monitoring is selected, Teracom retains images for 24 hours unless the Customer asks for longer retention, which may attract a fee.

(b) The Customer is responsible for complying with the law that applies to its cameras, including signage and surveillance notification requirements, and for the placement of cameras.

3.7 Applying online

(a) Where the Customer applies through the Website, the Customer accepts this Schedule electronically. Teracom records the version accepted, the date and time, the person and account that accepted it, and the options selected. Teracom will email the Customer a copy of the accepted terms and the completed application.

(b) Electronic acceptance replaces signing or initialling each page.

3.8 Patrol and guard response

(a) Where patrol response is selected, the patrol officer inspects the outside of the Site so far as it can be safely and lawfully reached, reports what it finds to Teracom, and follows the Customer's instructions recorded in the application.

(b) A patrol officer does not enter the Site unless the Customer has provided keys or codes and the instructions say to, does not approach or detain anyone, and does not enter any area that presents a safety risk. Areas the officer cannot reach are not inspected.

(c) If the officer finds signs of a break-in, Teracom will try to contact the Customer's nominated contacts for instructions, and the officer will remain at the Site until told otherwise where it is safe to do so.

(d) Where the Site cannot be secured and Teracom cannot reach a nominated contact, Teracom may arrange a guard to remain at the Site. A guard is charged at Teracom's then current rates, with a minimum of 4 hours.

(e) Patrol officers serve several customers, so attendance times vary and, at busy times or in unusual circumstances, attendance may be delayed or not possible. Teracom does not promise an attendance time.

3.9 Connection and signal path

(a) Monitoring depends on the connection between the Equipment and Teracom, whether by telephone line, internet or mobile network. The Customer provides and pays for that connection and any data it uses.

(b) The Customer must tell Teracom before changing carrier, internet service, router, network settings or telephone service, and before an NBN or similar network changeover at the Site. Those changes commonly stop signals reaching Teracom, and the Site is not monitored until the path is restored.

(c) Where a visit is needed to restore or reconfigure the connection after such a change, Teracom will quote the cost before attending, and that cost is payable by the Customer.

(d) Teracom polls the connection to check it is working and will contact the Customer when a path appears to have failed. Where the Equipment has a backup path, signals use it while the primary path is down; where it does not, the Site is not monitored while the path is down.

(e) Any SIM card Teracom supplies remains Teracom's property and may be used only for the monitoring service.

3.10 Equipment Teracom did not supply

(a) Teracom will monitor an existing system where it is compatible and in working order. Teracom does not warrant equipment it did not supply or install, and is not responsible for its condition, age or design.

(b) If that equipment needs work before monitoring can start or continue, Teracom will quote it, and monitoring starts or resumes once the work is done.

3.11 Keys, codes and nominated contacts

(a) Where the Customer gives Teracom keys, codes or access devices, Teracom stores them securely, uses them only for the monitoring service, and returns or destroys them when the agreement ends.

(b) The Customer must keep its nominated contacts current, make sure each of them knows they are listed and can be reached, and tell Teracom promptly when someone should be removed, for example when an employee leaves.

3.12 When monitoring ends

(a) When the agreement ends, monitoring stops. The Equipment may keep generating signals and incurring telephone or network charges until it is decommissioned, so the Customer should arrange decommissioning promptly. Teracom can do it at its then current rates.

(b) The Customer must give Teracom access to remove any Equipment that remains Teracom's property.

Schedule 4 — Teracom AI platform

4.1 What the Customer is buying

(a) A base subscription gives the Customer access to the Platform for its organisation, including the workspace, orchestration, knowledge and memory features, standard support during business hours, and the routine operational backups described in clause 4.11.

(b) A T-Credit entitles the Customer to operate one AI worker on the Platform for 12 months. The Customer buys as many T-Credits as it needs and may apply them to any Department available to it.

(c) Departments, Industry Packs and Extensions are made available to the Customer's environment according to its entitlements.

(d) The base subscription and T-Credits renew annually unless cancelled. Teracom will give at least 30 days written notice before each renewal, stating the renewal date, the fees, and how to cancel.

4.2 T-Credits

(a) T-Credit pricing is volume based, calculated on the total number of T-Credits the Customer holds, so additional T-Credits bought mid-term are priced at the rate for the Customer's total holding.

(b) Additional T-Credits bought during a term are charged for the remainder of that term, and renew with the rest of the Subscription.

(c) T-Credits are not transferable to another organisation and have no cash value. Unused T-Credits do not carry over to a new term. A T-Credit may be reassigned to a different AI worker at any time during the term.

(d) The Customer may reduce its T-Credits at renewal by giving notice before the renewal date. Reducing T-Credits may change the volume rate that applies.

4.3 Fair use

(a) Each T-Credit includes a fair use allowance of AI processing, published on the Website and currently 1,000 AI tasks per T-Credit per calendar month, pooled across the Customer's T-Credits.

(b) If the Customer's use materially exceeds the allowance, Teracom will contact the Customer and the parties will agree on additional T-Credits or a move to a Dedicated or Sovereign hosting tier. Teracom will not charge for excess use without agreeing it in advance, and will not suspend a worker for exceeding the allowance without first giving the Customer a reasonable opportunity to address it.

4.4 Hosting tiers

(a) Cloud: AI workloads run on shared infrastructure hosted in Australia. Included in the base subscription and subject to fair use.

(b) Dedicated: the Customer's workloads run on hardware reserved for the Customer, hosted by Teracom and charged per node per year.

(c) Sovereign: the Customer's workloads run on hardware reserved for the Customer in an Australian facility on an isolated network, or on the Customer's own premises, charged per node per year with hardware quoted separately.

(d) Teracom will tell the Customer before moving its workloads between tiers or facilities, other than within the shared Australian Cloud tier.

4.5 Availability and support

(a) Teracom targets Platform availability of 99.0% per calendar month for the Cloud tier and 99.5% for the Dedicated and Sovereign tiers, excluding scheduled maintenance and events outside Teracom's reasonable control.

(b) Teracom gives at least 2 Business Days notice of scheduled maintenance where practicable, and schedules it outside business hours where it can.

(c) If availability falls below the target in a month, the Customer may request a service credit of 5% of the monthly fee for the affected tier for each full percentage point below the target, up to 50% of that monthly fee, applied to the next invoice.

(d) Availability is measured by Teracom's own monitoring over each calendar month, as the proportion of five-minute intervals in which the Platform responded to a request for the Customer's environment. Scheduled maintenance, events outside Teracom's reasonable control, and any period when the Customer's own network or equipment caused the failure are excluded. A request for a service credit must be made within 30 days after the end of the month it relates to, and Teracom will provide the measurement data on request.

(e) Support requests are accepted during business hours through the Platform or by email.

4.6 The Customer's data

(a) The Customer owns the data, documents and content it puts into the Platform, and anything its AI workers produce from that content.

(b) Teracom may use that data only to provide and support the Platform for the Customer, to meet its legal obligations, and to protect the security of the Platform.

(c) Teracom will not use the Customer's data to train AI models for other customers, and will not disclose it to a third party to train their models, without the Customer's written consent.

(d) Customer data is stored in Australia. Teracom will tell the Customer before that changes, and the Customer may cancel without charge if it does not agree.

(e) Teracom maintains a list of the service providers that process Customer data, available on request.

(f) Each party must keep the other's confidential information confidential and use it only for the purposes of the Contract.

(g) Teracom will notify the Customer without undue delay if it becomes aware of unauthorised access to the Customer's data, and will comply with the notifiable data breaches scheme under the Privacy Act 1988 (Cth).

4.7 How AI outputs may be used

(a) The Platform uses AI models that produce results based on probability. Output can be incomplete, out of date or wrong, even when it appears confident and well written.

(b) Output is not legal, financial, accounting, medical, engineering or other professional advice, and must not be relied on as a substitute for it.

(c) The Customer is responsible for reviewing output before relying on it, acting on it, or sending it to anyone else, and for the decisions it makes using the Platform.

(d) The Customer must not use the Platform to make a decision that has a legal or similarly significant effect on an individual, including about employment, credit or access to services, without meaningful human review.

(e) The Customer is responsible for ensuring its use of the Platform complies with the laws that apply to it, including privacy, employment, consumer and record-keeping laws.

(f) Teracom may change, add or replace the underlying AI models. If a change materially reduces the Platform's functionality, clause 16.3 of Part A applies.

4.8 Classified and regulated information

(a) The Customer must not upload information that is security classified under the Australian Government's Protective Security Policy Framework, or that is subject to equivalent handling requirements, unless the Customer is on the Sovereign tier and Teracom has agreed in writing to hold that information.

(b) Where such an agreement is in place, the parties will record the classification levels covered, the clearance requirements for personnel, and the applicable controls, in a separate written annexure.

4.9 Intellectual property and acceptable use

(a) Teracom owns the Platform, its software, Departments, Industry Packs, Extensions, worker packs and templates, and all intellectual property in them. The Customer is licensed to use them during its Subscription, and must not copy, resell, sublicense, reverse engineer or attempt to extract the underlying models or prompts, except where the law says it may.

(b) The Customer must not use the Platform to build or improve a competing product or service, and must not subscribe, or have someone subscribe on its behalf, in order to benchmark the Platform against a competing product. The Customer may benchmark the Platform for its own internal evaluation, and may publish the results with Teracom's written consent, which Teracom will not unreasonably withhold where the results are accurate and the test conditions are stated.

(c) The Customer must comply with the Acceptable Use Policy in Schedule 5.

(d) Teracom may suspend an account or a worker where the Customer breaches the Acceptable Use Policy or where continued use presents a security risk. Where practicable, Teracom will give notice and an opportunity to fix the problem first.

4.10 Ending a Subscription and getting data back

(a) The Customer may cancel at or before a renewal date by notice given through the Platform or in writing. Cancellation must be at least as easy as signing up was.

(b) If the Customer cancels part way through a term, the Subscription continues until the end of that term. Teracom does not refund fees for the remainder of the term, except where the Customer cancels because of a change under clause 16.3 of Part A, a price rise under clause 3.2, or a failure of a consumer guarantee.

(c) For 30 days after a Subscription ends, the Customer may export its data in a common format. Teracom will help with that export on request.

(d) Teracom deletes Customer data within 90 days after the Subscription ends, except where it must keep it by law, and will confirm deletion on request. Backups are deleted within their normal cycle.

4.11 Backups and the Customer's own copies

(a) The Customer is responsible for keeping its own backups of its important records, in its own location and under its own control. The Platform provides an export function the Customer can use at any time, and Teracom will help with an export on request.

(b) Teracom takes routine backups of the Platform so that it can recover its own systems, and keeps them for at least 30 days. Those backups exist for Teracom's operational recovery. They are not an archiving, disaster recovery or record-keeping service for the Customer, and the Customer must not rely on them as its only copy of anything it needs.

(c) If Customer data is lost or damaged through a failure of the Platform or of Teracom's systems, Teracom will use reasonable endeavours to restore it from the most recent usable backup, and will aim to begin that restoration within one Business Day of becoming aware of the loss. Teracom does not guarantee that data can be restored, or restored completely, and data created or changed since the last backup may not be recoverable.

(d) Subject to clause 11 of Part A, and to the Customer's rights under the ACL, Teracom is not liable for loss of data that the Customer could have avoided by keeping its own copies as required by clause 4.11(a).

(e) The Customer should test its own exports from time to time, so it knows they contain what it expects.

4.12 High-risk uses

(a) The Platform is built for business and administrative work. It is not designed, tested or supplied for use where a failure or an incorrect output could cause death, injury, or serious environmental or infrastructure harm.

(b) The Customer must not use the Platform, and Teracom may decline or discontinue its use, for: life safety or emergency response systems; medical diagnosis, treatment or triage; the operation or control of critical infrastructure, industrial plant, vehicles, aircraft or rail; weapons, targeting or military operational decisions; sanctions, export-control or counter-terrorism screening relied on for a compliance decision; or any use where an output would be acted on automatically without a person reviewing it, where that action could seriously harm someone.

(c) Teracom may agree in writing to a use of this kind for a particular customer, on terms recorded in an annexure to that Customer's subscription setting out the controls, testing and human oversight that apply. The annexure is stored with the Customer's acceptance record and a copy is emailed to the Customer, so either party can produce it. Without that written agreement, the use is not permitted.

(d) Where Teracom discontinues a use under this clause, it will give the Customer reasonable notice, and will refund the fees the Customer has paid for the part of the term it can no longer use. Teracom will not rely on this clause to end a Subscription for a use it has previously agreed to in writing.

Schedule 5 — Acceptable use policy

When using the Platform or any Teracom service, the Customer and its users must not:

- break any law, or help anyone else to;
- upload content they do not have the right to use, or that infringes someone else's rights;
- upload personal information without a lawful basis, or sensitive information they are not permitted to disclose;
- attempt to gain unauthorised access to the Platform, another customer's environment, or any system reachable from them;
- test, scan or probe the security of the Platform without Teracom's written permission;
- use the Platform to generate content that is unlawful, defamatory, harassing, deceptive or designed to impersonate a real person or organisation;
- use the Platform to send bulk unsolicited messages, or in breach of the Spam Act 2003 (Cth) or the Do Not Call Register Act 2006 (Cth);
- use the Platform to make automated decisions about individuals without meaningful human review;
- use the Platform for a high-risk purpose listed in Schedule 4 clause 4.12 without Teracom's written agreement;
- resell, sublicense or provide the Platform to a third party as a service, unless Teracom agrees in writing; or
- interfere with the Platform's operation, or place a load on it that unreasonably affects other customers.

Teracom may investigate suspected breaches and may suspend access under clause 4.9(c) or clause 13.3 of Part A.

SCHEDULE 6 — TRADE CREDIT ACCOUNT

This Schedule applies where Teracom has approved a credit account for the Customer. A customer who pays at the time of purchase does not need a credit account, and Schedules 6 and 7 do not apply to them.

6.1 Applying for an account

(a) The Customer applies using Teracom's account application, giving its legal entity details, ABN, trading history, trade references and the credit limit it seeks. The person completing it must be authorised to bind the Customer.

(b) Teracom may approve or decline an application, and need not give reasons. Approval is effective when Teracom notifies the Customer of the account and its credit limit.

(c) Where the applicant is a company or a trust, each of its directors, or the directors of its trustee, must give the guarantee in Schedule 7 before the account opens.

(d) Teracom may check the Customer's creditworthiness as described in clause 3.8 of Part A. That clause is the only credit reporting authority the Customer gives; the application does not add another.

6.2 Credit limit

(a) The credit limit is the maximum the Customer may owe Teracom at any time, including amounts invoiced and not yet due.

(b) Teracom may decline to supply on credit where an order would take the Customer over its limit, and may ask for payment in advance for that order instead.

(c) The Customer may ask for a higher limit at any time. Teracom may ask for updated financial information before deciding, and may approve, decline or approve a different amount.

(d) Teracom may reduce the limit or place the account on hold by giving the Customer written notice, and will give its reasons where it can. A reduction does not affect Contracts already formed.

6.3 Payment

(a) Invoices are payable by the last day of the month following the month in which the invoice is dated. Teracom issues a statement each month.

(b) Payment must be made in full, without set-off or deduction, except for an amount withheld because of a genuine dispute notified under clause 6.4.

(c) If the Customer does not pay on time, clause 4 of Part A applies: interest, recovery of Teracom's reasonable costs, and suspension or termination after notice and at least 14 days to pay.

6.4 Questioning an invoice

(a) If the Customer believes an invoice is wrong, it should tell Teracom within 14 days of the statement that includes it, saying what it believes is wrong and why.

(b) The Customer must pay the part of the invoice that is not in dispute by the due date. Teracom will investigate promptly, tell the Customer the outcome, and credit or correct the invoice where the Customer is right.

(c) Raising a dispute after the 14 days does not prevent Teracom correcting a genuine error, and does not affect the Customer's rights under the ACL.

6.5 Keeping the account current

(a) The Customer must tell Teracom within 14 days if its legal entity, ownership, directors, trustee, business name, trading address or contact details change.

(b) If the Customer changes its legal entity, for example from a sole trader to a company, the new entity must apply for its own account. The original entity, and any guarantor, remain liable for amounts incurred before the change.

6.6 Closing or suspending the account

(a) Either party may close the account by written notice. The Customer may continue to buy from Teracom on payment at the time of purchase.

(b) Teracom may suspend the account where an amount is overdue, the limit is exceeded, or the Customer becomes insolvent, and will tell the Customer why.

(c) Closing or suspending the account does not affect amounts already owing, or Teracom's rights under clause 5 of Part A for Goods that have not been paid for.

6.7 Accepting this Schedule

(a) Where the Customer applies online, it accepts this Schedule electronically. Teracom records the version accepted, the date and time, the person and account that accepted it, and the details submitted, and emails the Customer a copy of the accepted terms and the completed application.

SCHEDULE 7 — PERSONAL GUARANTEE AND INDEMNITY

Read this before you sign it. This is a personal guarantee. If the company or trust does not pay Teracom what it owes, you must pay it yourself, out of your own money. You should get your own legal advice before giving this guarantee. Teracom recommends it, and will give you time to do so.

7.1 Who gives this guarantee

(a) Each director of a company that holds a credit account, and each director of the trustee of a trust that holds one, gives this guarantee personally. Each of them is a Guarantor, and the account holder is the Customer.

(b) This Schedule does not apply to a customer who pays at the time of purchase, or to a sole trader or partnership, who are personally liable for their own account in any event.

(c) Where there is more than one Guarantor, each is liable both together with the others and individually, so Teracom may recover the whole amount from any one of them.

7.2 What is guaranteed

(a) The Guarantor guarantees that the Customer will pay Teracom everything it owes under a Contract, and will perform its other obligations. If the Customer does not pay, the Guarantor must pay on demand.

(b) The guaranteed amount includes interest under clause 4.1(a) of Part A and the reasonable costs Teracom actually incurs in recovering it.

(c) The Guarantor also indemnifies Teracom against loss Teracom suffers if an obligation of the Customer turns out to be unenforceable against the Customer, for example because of its insolvency. The amount recoverable under this indemnity is no more than the amount that would have been recoverable under the guarantee.

7.3 How much the Guarantor can be liable for

(a) The Guarantor's liability is limited to the Customer's approved credit limit at the time each amount was incurred, plus interest and reasonable recovery costs, unless the Guarantor has agreed in writing to a higher limit.

(b) Teracom will tell each Guarantor in writing when it increases the Customer's credit limit.

7.4 How long it lasts, and how to end it

(a) This guarantee continues until everything the Customer owes has been paid. It is not affected by Teracom giving the Customer extra time to pay, by changes to the account, or by one of several Guarantors being released.

(b) A Guarantor may end their liability for future supplies by giving Teracom written notice. The guarantee then stops applying to anything supplied more than 7 days after Teracom receives the notice. The Guarantor remains liable for amounts already incurred, including orders Teracom has accepted but not yet supplied.

(c) A person who stops being a director should give that notice. Resigning as a director does not by itself end the guarantee, and Teracom will confirm receipt of a notice in writing.

7.5 What this guarantee does not do

(a) This guarantee does not create a charge, mortgage or other security over any property of the Guarantor, and does not entitle Teracom to lodge a caveat over the Guarantor's land.

(b) Nothing in this Schedule excludes, restricts or modifies any right or remedy the Guarantor or the Customer has under the ACL or other law that cannot lawfully be excluded.

7.6 The Guarantor's acknowledgements

(a) The Guarantor confirms they have read this Schedule and Part A, have had the chance to get independent legal advice, and are giving this guarantee freely.

(b) The Guarantor confirms they have a financial or other interest in the Customer, and that Teracom has not pressured them to sign.

(c) If Teracom knows of anything about the Customer's financial position that makes the guarantee materially riskier than a Guarantor would reasonably expect, Teracom will tell the Guarantor before accepting it.

7.7 The Guarantor's personal information

(a) Teracom collects the Guarantor's personal information to assess and administer the guarantee, and handles it under the Privacy Act 1988 (Cth) and its Privacy Policy.

(b) Teracom will only obtain a credit report about a Guarantor personally with that Guarantor's separate consent, given at the time they sign.

7.8 Signing

(a) Each Guarantor signs individually, in their own name and not on behalf of the Customer. A signature given electronically has the same effect as a signature on paper.

(b) Teracom records the version accepted, the date and time, and the person and device that signed, and emails each Guarantor their own copy of what they signed.

Annexure A — Version and acceptance record

Teracom keeps the following record for each electronic acceptance of these Terms or of an application that incorporates them.

FIELD	EXAMPLE
Document and version	Terms and Conditions of Trade v3.4
Effective date of version	28 October 2026
Accepted by	Full name and email of the person accepting
Account	Customer account identifier and organisation name
Date and time of acceptance	With time zone
Method	Checkbox at checkout, account signup, or online application
Options selected	For monitoring or Platform applications, the options and fees shown at acceptance
Copy sent to Customer	Date the accepted terms were emailed to the Customer

Version history: v3.4, effective 28 October 2026, describes Teracom AI in Departments, Industry Packs and Extensions instead of operating systems (clauses on T-Credits, availability and ownership), with no change to either party's rights or obligations. v3.3, effective 1 October 2026, adds Schedule 6 (trade credit account) and Schedule 7 (personal guarantee and indemnity), replacing the 2015 account application, and changes credit terms to 30 days from end of month. v3.2 of 23 September 2026 added customer backup responsibility, restoration and high-risk use provisions to v3.1 of 23 September 2026, which added monitoring operational terms (monitoring instructions, emergency services, patrol scope, signal paths, pre-existing equipment, keys, decommissioning), cooling-off, credit reporting and site safety provisions, and AI benchmarking and uptime-measurement terms, to v3.0 of 23 September 2026. It replaces the Terms and Conditions of Trade dated 9 September 2026, the Commercial Service Agreement (monitoring) dated 2015, and the Conditions of Quotation dated 4 January 2002. Contact: Teracom Solutions Pty Ltd, 1B Yazaki Way, Carrum Downs VIC 3201, +61 3 9708 2685, sales@teracomsolutions.com.au.

Superseded versions remain available: Terms and Conditions dated 9 September 2026.