



Last Updated: 17 March 2026

UCOM Telecom Pty Ltd ACN 679 170 373 (“UCOM”, “we”, “us”, “our”)

This Service Schedule may be updated from time to time. The current version will always be available on our website. We will provide you with at least 30 days' written notice of any material changes to this Service Schedule that may adversely affect your rights or obligations. Continued use of our Services after the notice period constitutes acceptance of the updated Service Schedule. If you do not accept the changes, you may terminate the Service without penalty by providing written notice to us before the changes take effect.

Part M – SMS Services Schedule

1. Application

This Service Schedule applies in addition to our Customer Terms, Policies and Critical Information Summaries when we supply you with a SMS Service (“Service”).

2. Additional Terms

- (a) You must not use SMS Services:
 - i. in contravention of the Spam Act 2003 (Cth);
 - ii. to transmit any defamatory, offensive, abusive, indecent, menacing or harassing material;
 - iii. in any manner which constitutes a violation or an infringement of a contractual obligation, or any intellectual property rights owned or licensed by a third party;
 - iv. in connection with the commission of an illegal offence;
 - v. to impair or cause network interference to the normal operation of the SMS Services platform or the telecommunications network or equipment of any third party.
- (b) You warrant that you will use reasonable endeavours to ensure all SMS transmissions sent using the Service are compliant with relevant legislation applicable to the transmission and location of the recipient. You acknowledge and agree to indemnify us from any third-party claims for compensation arising from transmissions that are unauthorised or fail to meet legislative requirements, to the extent such claims arise from your breach of this warranty and subject to our obligations under the Australian Consumer Law.
- (c) We do not take responsibility for the content or nature of any SMS transmissions sent or received using the Service, including and without limitation, any marketing material.
- (d) You can use SMS Services for:
 - i. telemetry, messaging and control functions;

- ii. the provision of permission based information, personal communications, social media or entertainment;
 - iii. person to person communication;
 - iv. and the promotion of products and services.
- (e) You acknowledge that:
- i. SMS is not necessarily a secure and confidential method of communication and you transmit material via SMS at your own risk. We accept no liability for any loss, damage, or unauthorised access to information transmitted via SMS;
 - ii. we are not responsible for and accept no liability in relation to ensuring that any material sent or received by means of the SMS Services is sent or received correctly, and we make no warranty as to the accuracy, timeliness, or completeness of SMS delivery;
 - iii. messages sent via SMS Services to others will provide delivery details only to the extent made available by the network provider of other end users, and we make no representation or warranty regarding the accuracy or completeness of such delivery details;
 - iv. the provision of SMS Services may not be continuous or fault free, and may not successfully terminate, or terminate in a timely manner on all devices, and you agree that we shall have no liability for any interruption, delay, or failure in the SMS Services.
- (f) If your Service provision is disrupted or does not meet your requirements, we will use our reasonable efforts to rectify the issue as soon as reasonably practicable and will provide you with regular updates on the status of the rectification. We will not be liable for any indirect, consequential, or special loss or damage you incur as a result of any delay in reinstating the Service, except to the extent such liability cannot be excluded by law. Our total liability for any service unavailability is limited to a pro-rata credit of the monthly service fee for the period of unavailability exceeding 72 consecutive hours due to reasons solely within our control, provided you have notified us in writing within 48 hours of becoming aware of the outage. Such credit shall be your sole and exclusive remedy for any service unavailability and shall not exceed one month's service fees in any 12-month period.
- (g) You are responsible for keeping your account details such as your email address and password secure. To the maximum extent permitted by law, we will not and cannot be liable for any loss or damage arising from your failure to maintain the security of your account details, including any unauthorised access to your account. You are solely responsible for any use or abuse of the Service conducted using your account, whether authorised or unauthorised, and regardless of whether you have notified us of any security breach. Our liability for any loss or damage connected to account



security is excluded to the fullest extent permitted by law, and notification of a security breach does not transfer responsibility for account use from you to us.

- (h) You acknowledge that we may adjust certain aspects of the Service where reasonably necessary for technical, security, or regulatory reasons. We will provide you with reasonable notice in advance of any changes to the Service that may materially affect your use of the Service, except where immediate changes are required for security or legal compliance reasons, in which case we will notify you as soon as reasonably practicable after implementing such changes.
- (i) You indemnify us against any reasonable costs, expenses, loss or liability of any kind including any reasonable legal fees and costs, that may have directly been incurred by us (including as a result of a claim by a third party) resulting from, relating to, or arising out of:
 - i. any breach of these Terms by you;
 - ii. any content you transmit, send or otherwise contribute; or
 - iii. the use or misuse of the Service by you or any person using the Service, including any person who gains access to the Service through your account, whether authorised or unauthorised, and regardless of whether you have complied with any security obligations under this agreement.