

Partner Portal API

Terms and Conditions of Use

Version 1.1

Hosted Network Pty Ltd

ABN 78 137 590 538

Effective Date: 18 May 2026

CONFIDENTIAL – For authorised Hosted Network Partners only

1. Definitions and Interpretation

1.1 In these Terms, unless the context otherwise requires:

“API” means the Partner Portal application programming interface provided by Hosted Network, including all endpoints, documentation, SDKs, and associated tools made available to the Partner.

“API Credentials” means the unique authentication keys, tokens, client IDs, secrets, or other credentials issued to the Partner for the purpose of accessing the API.

“Authorised Purpose” means the use of the API solely for the purpose of managing, operating, and administering the Partner’s own account and services through the Hosted Network platform, including but not limited to service provisioning, service monitoring and diagnostics, account management, billing and finance, ticketing and support, and reporting, as further described in Schedule 1 and in accordance with these Terms.

“Confidential Information” means all information disclosed by one party to the other in connection with these Terms or the API that is not publicly available, including API documentation, technical specifications, pricing, and business data.

“Documentation” means the technical documentation, guides, specifications, and reference materials provided by Hosted Network in relation to the API, as updated from time to time.

“End Customer” means a customer of the Partner to whom the Partner provides services utilising the Hosted Network platform.

“Hosted Network” means Hosted Network Pty Ltd (ABN 78 137 590 538).

“Intellectual Property” means all patents, copyrights, trademarks, trade secrets, designs, source code, APIs, data structures, and any other intellectual property rights.

“Partner” means the entity or individual who has been granted access to the Partner Portal API under an existing Hosted Network Partner Agreement.

“Partner Agreement” means the overarching agreement between the Partner and Hosted Network governing the wholesale supply of telecommunications and managed services.

“Partner Data” means data belonging to or pertaining to the Partner and their End Customers, accessible via the API and scoped to the Partner’s own account.

“Personal Information” has the meaning given to it in the Privacy Act 1988 (Cth).

“Rate Limit” means the maximum number of API requests permitted within a given time period, as specified in the Documentation or notified by Hosted Network.

“Services” means the telecommunications and managed services supplied by Hosted Network to the Partner under the Partner Agreement.

“Terms” means these Partner Portal API Terms and Conditions of Use.

1.2 These Terms form part of, and are supplementary to, the Partner Agreement. In the event of any inconsistency between these Terms and the Partner Agreement, these Terms prevail to the extent of the inconsistency in relation to API usage.

1.3 Words importing the singular include the plural and vice versa. A reference to legislation includes any amendment, re-enactment, or replacement of that legislation.

2. Grant of Access and Acceptance

- 2.1** Subject to the Partner’s compliance with these Terms and the Partner Agreement, Hosted Network grants the Partner a non-exclusive, non-transferable, revocable licence to access and use the API solely for the Authorised Purpose.
- 2.2** The Partner acknowledges that access to the API is provided at Hosted Network’s sole discretion and may be withdrawn, suspended, or modified at any time in accordance with clause 12.
- 2.3** The licence granted under clause 2.1 does not include any right to:
- (a) sublicense, resell, or distribute API access to any third party;
 - (b) use the API for any purpose other than the Authorised Purpose;
 - (c) reverse engineer, decompile, or disassemble the API or any component thereof; or
 - (d) access the API in a manner that circumvents any technical restrictions, security measures, or Rate Limits imposed by Hosted Network.
- 2.4** **Acceptance of Terms.** By requesting, activating, or using API Credentials, or by making any API call, the Partner is deemed to have read, understood, and accepted these Terms in full. If the Partner does not agree to these Terms, the Partner must not access or use the API and must immediately notify Hosted Network to have its API Credentials revoked.

3. API Credentials and Security

- 3.1** Hosted Network will issue API Credentials to the Partner upon approval of the Partner’s API access request.
- 3.2** The Partner must:
- (a) keep all API Credentials strictly confidential and not disclose them to any unauthorised person;
 - (b) implement and maintain reasonable security measures to protect API Credentials from unauthorised access, including encryption at rest and in transit;
 - (c) not embed API Credentials in client-side code, public repositories, or any publicly accessible location;
 - (d) restrict access to API Credentials to authorised personnel on a need-to-know basis; and
 - (e) immediately notify Hosted Network if the Partner becomes aware of, or reasonably suspects, any unauthorised access to or use of its API Credentials.
- 3.3** The Partner is solely responsible for all activity that occurs under its API Credentials, whether or not authorised by the Partner.
- 3.4** Hosted Network may revoke and reissue API Credentials at any time, including where Hosted Network reasonably suspects a security compromise.

4. Acceptable Use

- 4.1** The Partner must use the API in accordance with the Documentation and any reasonable directions issued by Hosted Network from time to time.

- 4.2** Without limiting the generality of clause 4.1, the Partner must not:
- (a) use the API in any manner that could damage, disable, overburden, or impair Hosted Network’s systems, infrastructure, or the API itself;
 - (b) use the API to transmit any malicious code, including viruses, worms, trojans, or other harmful software;
 - (c) attempt to gain unauthorised access to any systems, accounts, or data beyond the scope of the Partner’s own account;
 - (d) scrape, harvest, or systematically extract data beyond what is necessary for the Authorised Purpose;
 - (e) use the API in a manner that violates any applicable law, regulation, or industry code, including the Telecommunications Act 1997 (Cth), the Privacy Act 1988 (Cth), and the Spam Act 2003 (Cth);
 - (f) interfere with or disrupt the integrity or performance of the API or any other Partner’s use of the API; or
 - (g) use the API for benchmarking, competitive analysis, or the development of a competing product or service.
- 4.3** The Partner must comply with all Rate Limits as specified in the Documentation. Hosted Network reserves the right to throttle, suspend, or restrict API access where usage exceeds specified Rate Limits or where Hosted Network reasonably determines that the Partner’s usage pattern is detrimental to platform stability.
- 4.4** Hosted Network may monitor API usage for the purposes of ensuring compliance with these Terms, maintaining platform performance, and improving the API.

5. Data and Privacy

- 5.1** The API provides access to Partner Data scoped to the Partner’s own account. The Partner must not attempt to access data belonging to any other Hosted Network partner or customer.
- 5.2** To the extent that the Partner accesses or processes Personal Information via the API, the Partner must:
- (a) comply with all applicable privacy legislation, including the Australian Privacy Principles under the Privacy Act 1988 (Cth);
 - (b) only collect, use, and disclose Personal Information for the Authorised Purpose and in accordance with the Partner’s own privacy policy;
 - (c) implement appropriate technical and organisational measures to protect Personal Information against loss, misuse, unauthorised access, modification, or disclosure; and
 - (d) notify Hosted Network within twenty-four (24) hours of becoming aware of any actual or suspected data breach involving Personal Information accessed via the API. Such notification must include, to the extent known at the time, a description of the nature of the breach, the categories and approximate number of records affected, and the steps being taken to contain and remediate the breach. The Partner must cooperate fully with Hosted Network in responding to and investigating any such breach.
- 5.3** The Partner must not store, cache, or retain data obtained via the API for longer than is reasonably necessary for the Authorised Purpose, unless required by law.

- 5.4** Hosted Network retains all rights, title, and interest in and to the data infrastructure, aggregated and anonymised data, and metadata generated through the operation of the API. Nothing in these Terms transfers ownership of any data from Hosted Network to the Partner.

6. Intellectual Property

- 6.1** All Intellectual Property in the API, Documentation, and related materials remains the sole and exclusive property of Hosted Network. Nothing in these Terms grants the Partner any ownership interest in the API or any related Intellectual Property.
- 6.2** The Partner must not remove, alter, or obscure any proprietary notices, trademarks, or branding associated with the API or Documentation.
- 6.3** To the extent that the Partner provides any feedback, suggestions, enhancement requests, or recommendations in relation to the API (collectively, “Feedback”), the Partner grants Hosted Network a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence to use, modify, incorporate, and otherwise exploit such Feedback for any purpose, including the improvement of the API and related products, without obligation of attribution or compensation to the Partner. To the extent permitted by law, the Partner waives any moral rights in such Feedback.

7. Service Levels, Availability, and Disclaimer of Warranties

- 7.1** **No Service Level Agreement.** The API is not subject to any service level agreement, uptime commitment, or availability guarantee. Hosted Network does not warrant or represent that the API will be available at any particular time, that it will operate without interruption or error, or that it will meet the Partner’s requirements.
- 7.2** **No Refunds, Credits, or Compensation.** The Partner acknowledges and agrees that Hosted Network has no obligation to provide refunds, service credits, compensation, or any other remedy of any kind in the event of API downtime, unavailability, errors, degraded performance, data loss, or any failure of the API to function as expected. This exclusion applies regardless of the cause, duration, or frequency of any outage or disruption.
- 7.3** **As-Is Basis.** The API is provided strictly on an “as is” and “as available” basis. To the maximum extent permitted by law, and subject to clause 11.4, Hosted Network expressly disclaims and excludes all representations, warranties, guarantees, and conditions of any kind, whether express, implied, statutory, or otherwise, including but not limited to:
- (a)** any statutory guarantee under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) to the extent that such guarantee can be lawfully excluded in respect of the supply of the API;
 - (b)** any implied condition or warranty of acceptable quality, fitness for a particular purpose, or due care and skill;
 - (c)** any warranty that the API will be secure, timely, accurate, complete, or free from errors or defects;
 - (d)** any warranty that defects or errors will be corrected within any particular timeframe or at all; and
 - (e)** any warranty arising from course of dealing, usage, or trade practice.

- 7.4** Hosted Network may perform scheduled or emergency maintenance on the API at any time without liability to the Partner. Where practicable, Hosted Network will provide reasonable notice of scheduled maintenance via the Documentation portal or partner communications channel, but failure to do so does not give rise to any claim by the Partner.
- 7.5** The Partner is solely responsible for designing its systems and integrations to handle API downtime, errors, rate limiting, and latency gracefully, including implementing appropriate retry logic, caching, and failover mechanisms. Hosted Network accepts no responsibility for any loss or damage arising from the Partner's failure to do so.

8. Partner Responsibility for Data Accuracy

- 8.1** The Partner is solely and entirely responsible for the accuracy, completeness, and validity of all data, information, instructions, and requests submitted to Hosted Network via the API, including but not limited to service orders, provisioning requests, account details, contact information, and configuration changes.
- 8.2** Hosted Network will process API requests based on the data provided by the Partner. Hosted Network is under no obligation to verify, validate, or cross-check the accuracy of any data submitted by the Partner via the API, and accepts no responsibility for the consequences of processing inaccurate, incomplete, or erroneous data.
- 8.3** Without limiting the generality of clauses 8.1 and 8.2, the Partner acknowledges that:
- (a)** incorrect provisioning requests may result in services being connected, disconnected, or modified in error, and Hosted Network is not liable for any such outcomes;
 - (b)** inaccurate billing or account data submitted via the API may result in incorrect invoicing or payment processing, for which the Partner bears full responsibility;
 - (c)** any fees, charges, or costs incurred as a result of processing incorrect data submitted by the Partner are the Partner's sole responsibility and are not refundable; and
 - (d)** Hosted Network may, but is not obligated to, implement validation rules within the API, and the presence or absence of such validation does not relieve the Partner of its responsibility under this clause.
- 8.4** The Partner must implement its own validation, review, and quality assurance processes to ensure the accuracy of data before submitting it via the API. The Partner must not rely on the API as a substitute for its own data governance obligations.
- 8.5** Where the Partner identifies that incorrect data has been submitted via the API, the Partner must promptly notify Hosted Network and take all reasonable steps to rectify the error. Any costs associated with remediation, including charges for rework, re-provisioning, or reversal of transactions, will be borne by the Partner.

9. Changes to the API

- 9.1** Hosted Network reserves the right to modify, update, deprecate, or discontinue the API (or any part thereof) at any time.
- 9.2** Where practicable, Hosted Network will provide the Partner with at least thirty (30) days' notice prior to:
- (a)** introducing breaking changes to existing API endpoints; or
 - (b)** discontinuing the API entirely.

- 9.3** Where Hosted Network deprecates a major version of the API (for example, migrating from API version 1 to version 2), Hosted Network will use commercially reasonable efforts to maintain the deprecated version for a minimum of ninety (90) days following the date of deprecation notice, to allow the Partner reasonable time to migrate its integration. Hosted Network does not guarantee the availability or performance of deprecated API versions during this period.
- 9.4** Non-breaking changes, including the addition of new endpoints, new optional parameters, or bug fixes, may be made without prior notice.
- 9.5** The Partner is responsible for monitoring the Documentation for changes and updating its integration accordingly. Continued use of the API following notification of changes constitutes acceptance of those changes.

10. Fees

- 10.1** Access to the Partner Portal API is currently provided at no additional charge to Partners with an active Partner Agreement. Hosted Network reserves the right to introduce fees or usage-based charges for API access upon thirty (30) days' written notice to the Partner.
- 10.2** If fees are introduced, continued use of the API after the effective date of such fees constitutes the Partner's acceptance of the applicable charges. The Partner may terminate its API access under clause 12 if it does not wish to accept the revised fee structure.

11. Indemnity and Liability

- 11.1** The Partner indemnifies and holds harmless Hosted Network, its directors, officers, employees, and agents from and against all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:
- (a) the Partner's use of the API, including any breach of these Terms;
 - (b) any unauthorised use of the API through the Partner's API Credentials;
 - (c) any breach of applicable law by the Partner in connection with its use of the API;
 - (d) any claim by a third party (including End Customers) arising from the Partner's use of the API; and
 - (e) any loss, damage, or liability arising from the submission of inaccurate, incomplete, or erroneous data by the Partner via the API.
- 11.2** To the maximum extent permitted by law, Hosted Network's total aggregate liability to the Partner arising out of or in connection with these Terms or the API, whether in contract, tort (including negligence), statute, or otherwise, is limited to the fees paid by the Partner for API access in the twelve (12) months preceding the claim, or AUD \$5,000, whichever is greater.
- 11.3** To the maximum extent permitted by law, Hosted Network excludes all liability for:
- (a) indirect, incidental, special, consequential, or punitive damages;
 - (b) loss of profits, revenue, data, or business opportunity;
 - (c) any damages arising from the Partner's failure to implement reasonable security measures, backup procedures, or error handling; and
 - (d) any damages or losses arising from the processing of inaccurate, incomplete, or erroneous data submitted by the Partner via the API.

- 11.4** Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition implied or imposed by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any other applicable law that cannot be lawfully excluded or limited. If Hosted Network is liable to the Partner under a non-excludable guarantee, Hosted Network's liability is limited, to the extent permitted by law, to the re-supply of the API or the payment of the cost of having the API re-supplied.

12. Suspension and Termination

- 12.1** Hosted Network may immediately suspend or terminate the Partner's API access without notice if:
- (a) the Partner breaches any material provision of these Terms;
 - (b) the Partner's use of the API poses a security risk to Hosted Network or its other partners or customers;
 - (c) Hosted Network is required to do so by law, regulation, or court order;
 - (d) the Partner Agreement is terminated or suspended for any reason; or
 - (e) the Partner becomes insolvent, enters voluntary administration, or has a receiver appointed.
- 12.2** Either party may terminate the Partner's API access by providing thirty (30) days' written notice to the other party.
- 12.3** Upon termination or expiry of API access:
- (a) the Partner must immediately cease all use of the API and destroy or return all API Credentials;
 - (b) the Partner must delete all cached or stored data obtained via the API, except where retention is required by law; and
 - (c) clauses 5 (Data and Privacy), 6 (Intellectual Property), 8 (Partner Responsibility for Data Accuracy), 11 (Indemnity and Liability), 13 (Confidentiality), and 16 (General) survive termination.

13. Confidentiality

- 13.1** Each party must keep confidential and not disclose the other party's Confidential Information to any third party without the prior written consent of the disclosing party.
- 13.2** The obligation of confidentiality does not apply to information that:
- (a) is or becomes publicly available through no fault of the receiving party;
 - (b) was lawfully in the receiving party's possession prior to disclosure;
 - (c) is independently developed by the receiving party without reference to the Confidential Information; or
 - (d) is required to be disclosed by law, regulation, or court order, provided the receiving party gives reasonable notice to the disclosing party where permitted.
- 13.3** The Partner acknowledges that the API, Documentation, and all related technical information constitute Confidential Information of Hosted Network.

14. Compliance and Audit

- 14.1** The Partner must maintain records of its API usage sufficient to demonstrate compliance with these Terms.
- 14.2** Hosted Network may, upon reasonable notice, audit the Partner's use of the API to verify compliance with these Terms. The Partner must cooperate with any such audit and provide access to relevant records and systems.
- 14.3** If an audit reveals a material breach of these Terms, the Partner must bear the reasonable costs of the audit in addition to any other remedies available to Hosted Network.

15. Dispute Resolution

- 15.1** If a dispute arises between the parties in connection with these Terms or the API (a "Dispute"), a party must not commence any court proceedings in relation to the Dispute unless it has first complied with this clause 15.
- 15.2** The party claiming a Dispute must give written notice to the other party setting out the nature of the Dispute and the outcome sought (a "Dispute Notice").
- 15.3** Within twenty (20) business days of receipt of a Dispute Notice, the parties must attempt to resolve the Dispute by good faith negotiation between senior representatives of each party who have authority to settle the Dispute.
- 15.4** If the Dispute is not resolved within the twenty (20) business day negotiation period, or such further period as the parties agree in writing, either party may commence court proceedings in accordance with clause 16.1.
- 15.5** Nothing in this clause 15 prevents either party from seeking urgent interlocutory or injunctive relief from a court of competent jurisdiction.

16. General

- 16.1** **Governing Law.** These Terms are governed by the laws of Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of Western Australia.
- 16.2** **Entire Agreement.** These Terms, together with the Partner Agreement and the Documentation, constitute the entire agreement between the parties in relation to the API and supersede all prior representations, understandings, and agreements.
- 16.3** **Amendments.** Hosted Network may amend these Terms at any time by providing the Partner with thirty (30) days' written notice. Continued use of the API after the effective date of any amendment constitutes acceptance of the revised Terms.
- 16.4** **Assignment.** The Partner must not assign or transfer its rights or obligations under these Terms without Hosted Network's prior written consent. Hosted Network may assign its rights and obligations without the Partner's consent.
- 16.5** **Severability.** If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions continue in full force and effect.
- 16.6** **Waiver.** A failure or delay by either party in exercising any right under these Terms does not constitute a waiver of that right.
- 16.7** **Notices.** All notices under these Terms must be in writing and delivered to the address or email specified in the Partner Agreement, or as otherwise notified in writing.

- 16.8 Force Majeure.** Neither party is liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond its reasonable control, including natural disasters, acts of government, pandemic, cyberattack, power failure, failure or degradation of upstream supplier or carrier networks (including but not limited to NBN Co, Telstra, and other wholesale infrastructure providers), or failure of third-party infrastructure or hosting services.
- 16.9 Relationship.** Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties.

SCHEDULE 1

API Scope and Functionality

The Partner Portal API may include, but is not limited to, the following functional areas. Hosted Network reserves the right to expand, modify, or restrict available functionality at any time in accordance with clause 9.

FUNCTIONAL AREA	DESCRIPTION
Service Qualification	Qualify connectivity options across all available carriers
Service Enquiry	View service details on active and pending services
Voice Call Usage	Retrieve CDRs for related voice services
nbn Diagnostics	Submit and retrieve diagnostic tests and health summaries

SCHEDULE 2

Rate Limits and Usage Policies

[This schedule is reserved. Hosted Network will publish Rate Limits and usage tier details in the Documentation prior to general availability of the API. Partners will be notified of applicable Rate Limits in accordance with clause 9.]