

# Fibre – Product Terms & Conditions

## This Product Refers To:

Standard Symmetrical & Priority Symmetrical services delivered as a resale of Aussie Broadband, Spirit or TPG Fibre.

## Product Details & Specifications

All speeds quoted refer to the sync speed, or line speed, of the service. We are unable to make guarantees to the speed you will receive. The actual speed you will receive depends on several factors, including but not limited to; distance from the exchange, quality of the copper path, the Equipment you have connected and traffic in external networks.

Each one of these products come with 1 Static Address. IPv4 Addresses supplied by us remain our property and cannot be transferred to your new provider.

Where you will be supplying your own router, the router must be able to be rate limited to the access speed purchased and configured with the appropriate settings.

This service does not include a battery backup power supply. This also means you will not be able to make calls on a VoIP phone during a power outage, including calls to emergency services.

Before changing your internet, you should find out if any medical or security alarm services you want to use are compatible with your new service. You can do this by contacting the provider of your medical or security alarm service, who can also advise on options.

## Service Access Types

Regardless of existing fibre connection at site, this will be replaced with a 'fibre to the premise' type service. Internal cabling from the Network Termination Device (also known as NTU / NTD / ONT) is the end users' responsibility and will not be included in a standard installation.

Both fibre and copper handoff interfaces are available, so we can customise the solution to suit your needs.

## Available Speeds

This is a customizable service, and speed profile availability will depend on location.

## Service Activation & Transfer of Services

- You are responsible for ensuring your internal wiring is in-place and adequate before the service is installed. In the event your internal wiring is not suitable, you would be responsible for upgrading this, at your expense, before your order can proceed. In the event you decide to withdraw the order instead of proceeding with the upgrade, a cancellation fee may apply.
- For Fibre delivery methods, there may be additional fees (Fee for Service) to deliver the service to your Communications Room. In the event that a Fee for Service applies, you will have the option to proceed and be charged the Fee for Service immediately, or

have the works completed by your own contractor. If you do not proceed with the order, cancellation fees will apply.

- We will install a NTU (Network Terminating Unit), or other equipment as required to supply and support this service. Any equipment installed by our wholesaler remains their property and cannot be removed if you vacate. This equipment is required to be recovered, and charges may apply if non-recoverable.
- Installation of all Symmetrical/Ethernet suite products will always require a minimum of 2 site visits by our contractors, however more visits may be required.
- The standard lead time for each product is detailed below. Whilst service is regularly delivered faster than these timeframes, there are also scenarios in which this lead time will be missed. This is a targeted lead time, with no rebates in the event it is missed. In the event that there are Fee for Service works, the site is not ready for install or there are network infrastructure shortfalls, these lead times will not progress until the issue in question has been rectified.
- We will provide the Service from the date the activation takes effect (we will notify you when this happens).
- The Date the service is activated with us is the date the contract period of the service begins.

<b>Service Name</b>	<b>Standard Lead Time</b>
Aussie Broadband Standard Symmetrical	90 business days
Aussie Broadband Priority Symmetrical	90 business days
Spirit Fibre COS High	90 business days
Spirit Fibre COS Low	90 business days
TPG Fibre (On-Net)	35 business days

### **Email Addresses & Outgoing Mail Server**

An email address and outgoing mail (SMTP) Server is not provided with this service.

### **Service Cancellation**

If you choose to cancel your service, you will need to let us know in writing.

- The Early Termination Fee (ETF) is the Monthly Access Fee, times the number of remaining months in the contract period.
- Any equipment on a rental agreement is the monthly fee, times the number of remaining months in the contract period.
- A 30-day cancellation fee (total minimum monthly cost of service) applies from Service cancellation date (The day we accept your cancellation request).

### **Order Withdrawal**

Withdrawal fees vary depending on the current phase of your order

- Planning Phase: \$750.00
- Design Phase: \$2,050.00
- Build / Predelivery Phase: \$15,000.00

These charges are passed on from the network developers and are not able to be disputed.

## Service Relocation

- You can relocate your service any anytime by providing a request in writing.
- Relocation may result in an increase in your monthly price if you are serviced by a different upstream carrier than currently provides your service, or your current plan is no longer available.
- The Relocation of a service will result in a new contract period applying from the date the new service is activated for the term selected by you.
- In certain circumstances, the full termination fee may apply for the old service.
- If we are unable to relocate your service, Early Termination Fees (ETF) will apply. Refer to Service Cancellation.

## Faults

- The actual speed you will receive depends on several factors, including but not limited to:
  - distance from the exchange,
  - quality of the copper path,
  - the Equipment you have connected and,
  - traffic in external networks.
- The service provided is a best-efforts service. There are no financial rebates available for service performance, uptime, or fault conditions.
- We are unable to make guarantees to the speed you will receive on the Fibre connection. Any speed descriptions are port speed only, not the speeds you will necessarily receive.
- In the event you have service difficulties, you must notify our Service Team.
- You will be required to assist with a reasonable level of troubleshooting to assist us in identifying the cause of the service difficulties.
- In the event a fault needs to be lodged with our upstream carrier, you agree to the possibility of an Incorrect Callout Fee being charged in the event no fault is found with our service.
- In the event the fault lies beyond the network boundary point as defined by the carrier, our standard fees for service will apply.
- You are responsible for providing appropriate, correctly configured hardware (Modem, Router, etc.) as required to use your service. Approved hardware is available for purchase directly from us.