

NBN – Product Terms & Conditions

This product refers to:

- A National Broadband Network (NBN) service, delivered as a resale of the Aussie Broadband Service.
- A National Broadband Network (NBN) service, delivered as a resale of the 25G Service.

Product Details & Specifications

- The NBN™ service provides you with access to the government owned National Broadband Network as built by NBN Co. The aim of the NBN™ is to provide equal and ubiquitous internet access to Australian consumers and businesses.
- Please note this product is a best effort, Traffic Class 4 or TC4, consumer grade offering – and should not be used for real-time, latency sensitive business applications.
- NBN™ connectivity may be provisioned using optical fibre cable, coaxial cable, copper pair usually used as a standard telephone line or fixed wireless technology depending on the technology available at the customers premises.
- NBN™ is offered using shared access networks. Data transfer rates, latency, latency variation (jitter) and line attenuation are dependent upon many factors, and may vary during the day, location or other factors. NBN™ may not be suited to some applications that are sensitive to such network parameters.
- Unless your Service specifies a static (i.e. non-changing) IPv4 address, we may provide it using dynamic IPv4 addresses that change periodically. The periodic changing of dynamic IPv4 addresses is normal network behavior and not a fault.
- There are no further IPv4 addresses available to an individual service from us. IPv4 addresses supplied by us remain our property and cannot be transferred to your new provider.
- Unless specified on your Account Application, our NBN™ services do not include an NBN™ modem/router. You can provide your own NBN™ modem/router or purchase one from us.

Service Access Types

The NBN™ is delivered to customers using a mix of technology types. The type of technology that will connect your customers to the NBN™ network will depend on your location.

The access methods available for this service are as follows:

- Fibre to the Premises (FTTP)
- Fibre to the Node (FTTN)
- Fibre to the Building (FTTB)
- Fibre to the Curb (FTTC)
- Fixed Wireless (FW)
- Hybrid Fibre Coaxial (HFC)

Available NBN™ Speeds

Speed (Mbps)	FTTP	FTTB/N/C & HFC	Fixed Wireless
Up to 12M/1M	Yes – Voice only	Yes – Voice only	Yes – Voice only
Up to 25M/5M	No	No	No
Up to 25M/10M	Yes	Yes	Yes
Up to 50M/20M	Yes	Yes	Yes
Up to 100M/40M	Yes	Yes	No
Up to 250M/100M	Yes	No	No
Up to 500M/200M	Yes	No	No
Up to 1000M/400M	Yes	No	No

- The advertised speeds offer the theoretical speed options for the Service via the NBN™ UNI-D port on a Fibre to the Premise or Fixed Wireless service, and the line rate on a VDSL modem on a FTTB/N/C service.
- FTTB/N/C and HFC services have a speed range.
- For FTTB/N/C and HFC services NBN™ will only provide support for an End Users Service line rate speed that is below the bottom of the range (i.e., experiencing less than 25Mbps downstream on a 25-50/5-20 Mbps service).
- For customers with an Original NBN™ Fixed Wireless NTD, who wish to order a 25/5 or 50/20 service upgrade, this will only be available if a compatible NTD is available
- Battery Backups are not included on all NBN™ access types

NBN New Development Charge

The Australian Government have released a policy regarding charges for building new telecommunications infrastructure in development areas. Previously NBN™ were responsible for meeting the cost of providing fibre to new developments, however, this new policy stipulates the cost will now be passed onto both the developers and actual households that are being connected.

As of the 1st of April 2016, NBN™ will implement a \$300.00 charge for all connections made in areas they have identified as within the boundary of a new development. If you are in a greenfield or new development area, as determined by NBN™, and want to get connected to the NBN™ network, then the \$300.00 fee will apply.

The new development fee will apply in the following instances:

- The first connection at a premises in a newly developed area i.e., a suburb with no pre-existing telecommunications infrastructure.
- The first connection(s) at a premises in an established area in the rare instance that a developer has increased the number of dwellings on the same plot of land e.g., demolished a single house and built a block of units.
- New customers signing up for Fibre to the Premises (FTTP) services where there is no connection that has been established. In most cases these would be in newly developed areas.

Service Activation & Transfer of Services

For NBN FTTB/N/C, if there are no vacant or inactive copper lines to your premises, you can nominate a compatible phone line to be sacrificed for your NBN™ service. Once the phone line has been sacrificed, you will no longer be able to use it as a voice line and you may lose the telephone number. Otherwise, a new line can be connected for your NBN™ and there will be a once-off installation charge of \$299.00.

You understand that it is your responsibility to check the terms of your contract with your current provider, to determine if there will be any consequences under that contract as a result of connecting a service with us (such as an Early Termination Fee).

We will provide the Service from the date the activation takes effect (we will notify you when this happens)

You authorise us to act on your behalf to facilitate the transfer of your Service from another provider. The Date the service is transferred or activated with us is the date the contract period of the service begins.

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 50% of the Monthly Access Fee, times the number of remaining months in the contract period, with a minimum of \$200.00 to be charged.
- 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

If you withdraw the order prior to activation, a withdrawal fee may apply. This is dependent on how many business days past signing the paperwork the request is made.

- Between business day 0 to business day 10, please refer to our Cooling Off Period.
- For business day 11, up to 2 business days before the scheduled cutover of your service, 1 month of your monthly access fee will apply.
- If less than 2 business days until the scheduled cutover or installation – standard early termination fees as detailed in “Service Cancellation” above apply.

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 may result in a new contract period applying from the date the new service is activated for the term selected by you.
- 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 NBN™. Any speed descriptions are port speed only, not the speeds you will necessarily receive.
- In the event you have service difficulties, you can notify our Customer 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 service rates may 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.