

Opticomm – Product Terms & Conditions

This Product Refers To:

Opticomm Fibre services delivered as a resale of Aussie Broadband. It is important to note that Opticomm Fibre is typically a Residential service.

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

You will need specific Opticomm equipment installed at your property. If you do not have this equipment installed already, you will need to contact Opticomm on 1300 137 800 to have it installed before signing up with us. 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.

Available Speeds

Product	Opticomm 25/10	Opticomm 50/20	Opticomm 100/20	Opticomm 100/40	Opticomm 250/25	Opticomm 250/100	Opticomm 1000/50
Typical Evening Speeds (7pm - 11pm)	24 Mbps	48 Mbps	97 Mbps	97 Mbps	244 Mbps	244 Mbps	600 Mbps

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.
- 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.
- The standard lead time for this product is detailed below. Whilst the service is regularly delivered faster than this timeframe, 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.

Service Name	Standard Lead Time
Opticomm Fibre	5-7 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 50% of 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).

Connection Fee

There is a once-off connection fee of \$109.00 incl. GST per service. This is a pass on charge from Opticomm and cannot be disputed.

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 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 your internal cabling,
 - 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 can 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.