

Internet Services Description & Terms

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Our agreement with You consists of the following documents:

- (a)** Any special conditions that both parties have agreed to in writing;
- (b)** Order Forms;
- (c)** Critical Information Summary documents;
- (d)** This Service Description & Terms document; and
- (e)** Master Services Agreement.

If there is any inconsistency between the above documents, they will be read and applied in the order of precedence set out above.

Residential nbn[®] Service Description and Terms

1. The Service

- 1.1 Vonex is providing broadband Internet access to the Customer's premises (via the nbn[®] network). nbn[®] is not providing any products or services directly to the Customer.
- 1.2 This Service is intended for residential use only and is not available for business or commercial purposes.
- 1.3 The Service requires power to operate and will not operate in the event of a mains power failure.
- 1.4 nbn[®] Equipment may be required and may not already be installed, requiring time for nbn[®] to do so. Supplied nbn[®] Equipment is to remain at the property and not be removed.
- 1.5 CPE is required to use the Service. This equipment must be obtained by the Customer (at their cost), maintained and operated by the Customer, and remains the Customer's property beyond the termination of the Service. The Customer must ensure that any CPE:
 - 1.5.1 Is compatible with the nbn[®] network that the premises is connected to.
 - 1.5.2 Is approved for use in connection with Australian telecommunications networks;
 - 1.5.3 Is not used for any purpose other than the purposes for which it was approved; and
 - 1.5.4 Is maintained in good repair and working condition.
- 1.6 Vonex may offer CPE including pre-configuration and delivery. When offered this does not include ongoing management.
- 1.7 All Residential nbn[®] Services include:
 - 1.7.1 Internet access including data allocation.
 - 1.7.2 A single login.
 - 1.7.3 Access to an online portal to manage services and billing.
 - 1.7.4 Technical Support by phone/email during operating hours.
 - 1.7.5 A single dynamic IP address.

2. Service Levels - Residential nbn[®]

Service	Target	Rebate Availability	Further Information
Installation / Delivery	2 business days	No	N/A
Support Response	30 minutes	No	N/A
Service Restoration	Best Efforts	Yes	Covers full outages only where Vonex is at fault and verified by Vonex Technical Support. Not applicable to performance degradation issues or force majeure situations or other parties e.g. loss of power. Rebate calculation is equal to Monthly fee / days in that month x fees charged for each full day with nil service, less two days.

3. Availability of Service

- 3.1** The Service is only available at premises which can be physically connected to The Vonex network.
- 3.2** All Orders are subject to a Service Qualification. Provisional checks to confirm the premises can support the Service are carried out, but this does not guarantee that the Service can be successfully installed.
- 3.3** Where the premises can be physically connected to The Vonex network, for technical and commercial reasons, Vonex may choose not to supply the Service to the Customer.

4. Customer Obligations

- 4.1** The Customer must ensure the accuracy of the information provided for the establishment of the Service. The Service will be installed according to the information provided. If incorrect information is provided the Customer will be charged for corrections to the Service including standard Cancellation and Relocation Fees.
- 4.2** The Customer must ensure that any nbn[®] Equipment is not covered in any way that prevents air circulating around it.
- 4.3** The Customer is responsible for any loss or damage caused to the nbn[®] network or equipment, excluding any loss or damage caused by nbn[®] or Vonex. If the Customer has a monitored service at the premises (e.g. a security or medical alarm), it is the Customer's responsibility to check that the monitored service will be compatible with the nbn[®] Service and is working following installation of the Service. Vonex is not liable for any loss suffered because of a monitored service failing to work for any reason.
- 4.4** The service is for use at The Customer's supplied address only and is not for resale or sharing.

5. Delivery of Service / Provisioning

- 5.1** Vonex shall provide the Customer with Service Details, including username, password and other information required to enable and use the Service. It is the Customer's responsibility to store the Service Details and login information in a secure manner for future reference.
- 5.2** Provisioning Timeframe
 - 5.2.1** The provisioning process begins upon receipt of a completed Order Form, prepayment of any required fees and confirmation that the premises is serviceable.
 - 5.2.2** Vonex does not guarantee any provisioning timeframe.
 - 5.2.3** Vonex is not responsible for provisioning delays due to any third party dependencies or any other circumstances beyond its control.
- 5.3** Installation of the Service
 - 5.3.1** The Service will be delivered to the Network Boundary Point at the Customer premises.
 - 5.3.1.1** If delivered via the nbn[®] Fibre, Fixed Wireless or HFC network the Network Boundary Point is the UNI-D Ethernet port on the nbn[®] Connection Box.
 - 5.3.1.2** If delivered via the nbn[®] FTTB network the Network Boundary Point is the customer side of the MDF.

- 5.3.14** If during installation Vonex, nbn co and/or its contractors find that the premises needs, or the Customer requests, a non-standard installation, nbn co and/or its contractor will provide the Customer with a quote for the additional work and will only perform the non-standard installation if the Customer accepts the quote. The non-standard installation charges will be billed to the Customer by Vonex and are payable immediately. If the Customer does not agree to the quote, does not agree to a standard installation, or a standard installation is not possible, the installation will not proceed, and the order will be withdrawn by Vonex.
- 5.3.15** During installation the Customer is responsible for specifying preferences with the nbn® installer.
- 5.3.16** Following installation, the Customer will need to connect the nbn® Connection Box (if not already connected) and/or CPE.
- 5.3.17** Central Splitter Installation (FTTB and FTTN only)
 - 5.3.17.1** If the Customer requires installation of a Central Splitter charges will apply.
 - 5.3.17.2** The Customer understands that upon installation of a Central Splitter, title and risk is immediately passed to the Customer and the Customer must use reasonable endeavours to transfer title to the owner of common property or the premises where the Central Splitter is installed.
 - 5.3.17.3** Vonex and nbn co are not responsible for maintenance and/or repair of a Central Splitter.

6. Transfers

- 6.1** Transfers are the process for changing nbn® Internet Service Provider.
- 6.2** nbn® Transfers to Vonex are only applicable for active nbn® Services supplied by a participating Internet Service Provider.
- 6.3** Transfers are not available when changing address.
- 6.4** Cancelling an nbn® Service with another Internet Service Provider before an nbn® Transfer Order has been processed by Vonex will cause a failed Transfer and a new Order will be required.
- 6.5** Transfer may result in downtime of the nbn® Service during the Transfer process. Vonex is unable to provide exact timing for the completion of the Transfer.
- 6.6** Transfer from a voice service to a broadband only service will cancel the voice service and may result in the loss of any associated telephone numbers.
- 6.7** Where a third party is involved in a Transfer process and failure on the part of the third party occurs, Vonex is not liable for any delays or loss incurred as a result of the delay.
- 6.8** Performing a Transfer does not release the Customer from any contractual obligations, e.g. Cancellation Fees, with their previous nbn® Internet Service Provider.

7. Site and Equipment Requirements

- 7.1** Access to Customer premises and consent requirements
 - 7.1.1** The Customer agrees to provide safe and timely access to the Customer premises and reasonable assistance to enable nbn co, Vonex and/or its contractors to:

- 7.1.1.1** Provide the Service;
- 7.1.1.2** Deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, perform any other work on or in relation to, disconnect, and remove part of the nbn[®] Network, including any nbn[®] Equipment, or any other item that is licensed, owned or controlled by nbn[®] or, where lawful, any third party network whether or not in relation to the supply of the Service;
- 7.1.1.3** For as long as the Customer owns, controls or occupies the premises; and
- 7.1.1.4** For as long as the Service is provided to the Customer and for a reasonable period thereafter as reasonably requested by Vonex, nbn co and/or its contractors.
- 7.1.1.5** The Customer is responsible for obtaining consent for nbn[®], Vonex and/or its contractors to access the Customer premises. This includes all relevant consent to:
 - 7.1.1.5.1** Enter the Customer premises to connect the nbn[®] Connection Box;
 - 7.1.1.5.2** Make physical modifications to the premises in order to connect or remove the Service, and/or any nbn[®] Equipment.
 - 7.1.1.5.3** Undertake any cabling, drilling, or equipment installation to take place as part of providing the Customer with the Service; and
 - 7.1.1.5.4** Deliver, install, connect, inspect, modify, change, replace, reinstate, maintain, repair, or retrieve the nbn[®] Equipment.
 - 7.1.1.5.5** If the Customer does not own the premises the Customer is obliged to obtain written consent from the owner of the premises (including but not limited to any body corporate of a flat or apartment building) for the activities described in the clause above. This consent must be signed and dated and provided to Vonex, nbn[®] and/or its contractors on request.
 - 7.1.1.5.6** The Customer understands where an aerial fibre cable is required and will cross a neighbour's property to reach the Customer premises:
 - 7.1.1.5.6.1** Consent needs to be obtained from the owner of the neighbour's property;
 - 7.1.1.5.6.2** nbn[®] and/or it's contractors will organise to obtain the consent needed and in the event the neighbour's consent cannot be obtained, nbn[®] will attempt to find alternative means of connecting the Service, whenever possible; and
 - 7.1.1.5.6.3** The process of identifying the owner of the neighbour's property and obtaining their consent may take time and delay the final activation of the Service.
 - 7.1.1.5.7** The Customer agrees to, upon request, promptly arrange any further written consent reasonably required for the activities described within Section 6 clauses.

8. Environment at Customer Sites

8.1 The Customer must:

- 8.1.1** Provide a suitable environment at the Customer premises (to nbn[®] and Vonex's reasonable satisfaction) for the proper installation and operation of any nbn[®] Equipment by;
 - 8.1.1.1** Providing all other equipment, including but not limited to CPE, cabling beyond the Network Boundary Point, etc; and
 - 8.1.1.2** Ensuring that a suitable wall outlet and power supply is available at all times (to nbn[®] and Vonex's reasonable satisfaction) to enable the proper operation of any nbn[®] Equipment located or installed at the Customer premises.

9. nbn[®] Equipment

9.1 If the Service is delivered via the nbn[®] Fibre network nbn co will supply:

- 9.1.1** nbn[®] Outdoor Utility Box;
- 9.1.2** nbn[®] Connection Box;
- 9.1.3** External cabling from the street network to the nbn[®] Utility Box and internal cabling up to the nbn[®] Connection Box; and
- 9.1.4** Power Supply Unit.
- 9.1.5** This equipment remains the property of nbn co.

9.2 If the Service is delivered via the nbn[®] Fixed Wireless network nbn[®] will supply:

- 9.2.1** Outdoor antenna;
- 9.2.2** nbn[®] Connection Box; and
- 9.2.3** Cabling from the outdoor antenna to the nbn[®] Connection Box.
- 9.2.4** This equipment remains the property of nbn co.

9.3 If the Service is delivered via the nbn[®] HFC network nbn co will supply:

- 9.3.1** nbn[®] Utility Box;
- 9.3.2** HFC Premises Amplifier if required;
- 9.3.3** Splitter if required;
- 9.3.4** nbn[®] Connection Box; and
- 9.3.5** Internal tie-cable/s from nbn[®] Utility Box to nbn[®] Connection Box.
- 9.3.6** This equipment remains the property of nbn[®] .

9.4 If the Service is delivered via the nbn[®] FTTC network nbn[®] will supply:

- 9.4.1** nbn[®] Utility Box;

- 9.4.2 External cabling from the street network to the nbn[®] Utility Box; and
 - 9.4.3 nbn[®] Connection Box;
 - 9.4.4 This equipment remains the property of nbn[®].
- 9.5 nbn[®] Connection Box
- 9.5.1 The nbn[®] Connection Box is supplied by nbn[®] and is installed by an nbn[®] installer or the Customer.
 - 9.5.2 The nbn[®] Connection Box does not have an Uninterruptible Power Supply (UPS). In the event of a power failure, the Customer will not be able to use the Service. This includes calls via any VoIP telephony services including 000 calls.
 - 9.5.3 If the Service is delivered via the nbn[®] Fibre network the nbn[®] Connection Box is powered by the Power Supply Unit. Both the Power Supply Unit and the CPE must always be connected to mains power supply.
 - 9.5.4 If the Service is delivered via the nbn[®] FTTC, HFC or Fixed Wireless or network the nbn[®] Connection Box is powered by the premises mains power supply. The nbn[®] Connection Box and CPE must always be connected to mains power supply.
 - 9.5.5 The nbn[®] Connection Box for an FTTC based Service provides a reverse power feed to other equipment in the nbn[®] Network.
- 9.6 The Customer is responsible for the nbn[®] Equipment, and:
- 9.6.1 Must not do anything with the nbn[®] Equipment which may be contrary to nbn[®]'s rights of ownership;
 - 9.6.2 Must not part with possession of, nor create any security interest of any kind over, any nbn[®] Equipment without nbn[®] prior written consent;
 - 9.6.3 Must comply with all nbn[®]'s and Vonex's reasonable directions in respect of any nbn[®] Equipment;
 - 9.6.4 Must not allow any nbn[®] Equipment to be altered, repaired, serviced, moved or removed other than by personnel approved by Vonex or nbn[®];
 - 9.6.5 Is responsible for any risk of loss or damage associated with nbn[®] Equipment located or installed on the Customer premises;
 - 9.6.6 Keep the nbn[®] Equipment at the premises regardless of whether the Customer continues the Service or another service, unless otherwise instructed by nbn[®] or Vonex; and
 - 9.6.7 Acknowledges that despite any law to the contrary or an affixation of the nbn[®] Equipment to the Customer premises, the nbn[®] Equipment is and remains the property of nbn[®].
- 9.7 If the Customers fails to care for the nbn[®] Equipment as per the above clause, the Customer may incur charges for its recovery or replacement.

10. Speed of Service

- 10.1 The speed tiers available depend on the nbn[®] technology type at that premises.
- 10.2 The speed tier selected by the Customer is the maximum possible speed (Mbps) that is available as provided by nbn[®] and is not necessarily indicative of the internet data transfer/throughput speeds the Service will achieve in practice.

- 10.3** The Customer acknowledges that the actual data transfer/throughput speed will be unknown until the Service is installed and may be substantially lower than the quoted maximum speed for a variety of reasons. These reasons include, but are not limited to:
- 10.3.1** The distance between the Customer premises and the nbn[®] node.
 - 10.3.2** The age and quality of lead-in cables and in-building wiring.
 - 10.3.3** The number of joints in lead-in cables and in-building wiring.
 - 10.3.4** The co-existence of voiceband and/or other non-voiceband services.
 - 10.3.5** The number of simultaneous users.
 - 10.3.6** The type of CPE and software in use and its configuration.
 - 10.3.7** The source/type of content being downloaded by the user.
 - 10.3.8** Environmental/external influences that may impact the speed and/or performance of the Service.
 - 10.3.9** The bandwidth profiles for all services supplied to the nbn[®] Connection Box (by Vonex or another provider) exceeding the throughput limit of the nbn[®] Connection Box.
 - 10.3.10** The TCP/IP software settings on the Customer's computer and how the applications use TCP/IP.
 - 10.3.11** The capacity of the remote server the Customer is accessing.
 - 10.3.12** The presence of congestion at any point between the remote server and the Customer's computer.
 - 10.3.13** The highly variable performance of wireless networks.
- 10.4** If it is determined that the physical telecommunications network is not capable of providing the selected speed tier and this cannot be fixed the Customer may, within 10 business days of being notified by Vonex, choose to:
- 10.4.1** Remain on the current plan and speed tier, thereby accepting that the Service may not achieve the selected speed tier; or
 - 10.4.2** Submit a Plan Change Form to change the Service to a slower speed tier, if available.; or
 - 10.4.3** Submit a Cancellation request to permanently disconnect the Service.
 - 10.4.4** If the Customer does not submit a Plan Change or a Cancellation request within 10 business days it will be assumed that the Customer has chosen to remain on the current plan and speed tier, as outlined above.

11. Impact between the nbn[®] Service and other services

- 11.1** Installation and operation of the nbn[®] Service may cause disruption or outages to other services at the premises, e.g. telephone, alarm system, monitoring service, Phone system, Pay Television.
- 11.2** Installation and operation of other services at the premises, e.g. telephone, alarm system, monitoring service, Phone system, Pay Television may cause outages or disruption of the nbn[®] Service.

- 11.3** It is the Customer's responsibility and cost to install CPE such as splitters and network termination devices which may be required when other services share the same lead-in and/or internal cabling.

12. Withdrawal of an Order

- 12.1** The Customer may withdraw an Order within 24 hours of submitting the Order Form without penalty otherwise cancellation fees in line with costs incurred by Vonex may apply. Orders can only be withdrawn prior to the Start Date of the Service.

13. Contract Term / Cancellation of Service

- 13.1** A Contract Term applies to all Services.
- 13.2** The Contract Term commences from the Start Date of the Service, as advised by Vonex.
- 13.3** The Customer does not have any contractual relationship with nbn®.
- 13.4** The minimum Contract Term is 1 month from the Start Date, unless otherwise specified on the Order Form.
- 13.5** The Customer acknowledges that the Cancellation Fee as calculated in accordance with these Terms and Conditions constitute a genuine estimate of The Supplier's financial loss in the event that the Service/s are cancelled prior to the Contract End Date.
- 13.6** If the Customer notifies Vonex that they wish to cancel the Service, the monthly access fee for the month in which the Cancellation occurs is not refundable. Cancellation requests must be received by Vonex in writing two full business days before required.
- 13.7** If the Customer wishes to cancel the Service at the end of their current billing period, the Cancellation request must be received in writing by Vonex no less than two full business days prior to the billing anniversary date, otherwise the next billing period will commence and another month's access fee will apply.
- 13.8** Cancellation requests must be submitted in writing by an Authorised Representative and must include the account number, Service address and the required Cancellation date. Should this information not be received in full the Cancellation is not able to be actioned.
- 13.9** The Customer accepts that Vonex and/or nbn co is under no obligation to return the Customer premises to their original condition after the Service is cancelled.

14. Service Modifications

- 14.1** Plan Changes
- 14.1.1** All plan changes require submission of a Plan Change Order via phone or email.
- 14.1.1.1** Speed upgrades will be processed immediately or as soon as reasonably practicable. Speed downgrades will be processed on your billing anniversary date.
- 14.1.1.2** Changing the speed of a service may result in downtime of the Service during the speed change process.
- 14.1.1.3** Vonex is unable to control exact timing for the completion of the speed change.

14.2 Battery Backup

- 14.2.1** It is the customers responsibility to install and manage any desired battery backup for all required network elements.

14.3 Fibre Connect (FTTN and FTTC only)

- 14.3.1** The following Terms and Conditions are applicable to Fibre Connect Orders placed with Vonex.
- 14.3.2** A Fibre Connect Order means a request to change the Service to the nbn® Fibre (FTTP) technology type.
- 14.3.3** Eligible locations are determined by nbn®. Vonex does not guarantee that the Fibre Connect Order will be successful.
- 14.3.4** When ordering Fibre Connect the Customer must select a plan that meets the minimum speed tier requirement advised.
- 14.3.5** If within twelve (12) months of the Fibre Connect Order being completed, the Customer requests a plan change that does not meet the minimum speed tier requirement, or Cancellation of the Service occurs for any reason including Reconnection or Relocation, a once off \$180 Fibre Connect Cancellation Fee will apply, due and payable immediately.
- 14.3.6** The Fibre Connect Cancellation Fee is independent of any other Cancellation Fee that may apply for Cancellation of the Service prior to the Contract End Date.

14.4 Delivery of Service / Provisioning

- 14.4.1** A Fibre Connect Order requires installation of a new Service and disconnection of the original Service.
- 14.4.2** A Fibre Connect Order may result in a new account with Vonex, replacing the previous account.
- 14.4.3** Vonex will notify the Customer in writing when provisioning of the Fibre Connect Order is complete.
- 14.4.4** Both Services remain active and chargeable until such time as a Cancellation request for the original Service is received by Vonex. If no Cancellation request is received, the original Service will be automatically cancelled twelve (12) months after completion of the Fibre Connect Order.
- 14.4.5** The Customer is responsible for obtaining suitable alternate CPE and/or re-configuration of CPE, if required.

14.5 Reconnection or Relocation of the Service

- 14.5.1** Reconnection or Relocation of the Service to another address is equivalent to Cancellation and a new Service.
- 14.5.2** Reconnection or Relocation requires completion and submission of an Order Form.
- 14.5.3** In the case of a Relocation, both Services remain active and chargeable until such time as a Cancellation request for the original Service is received by Vonex.
- 14.5.4** If the Service is successfully reconnected or relocated with Vonex any applicable Cancellation Fee will be waived by Vonex, provided the Reconnection or Relocation occurs within 30 days. Any applicable Fibre Connect Cancellation Fee is payable in full.

- 14.5.5** Reconnection or Relocation of the service may result in a new billing account with Vonex.
- 14.5.6** If the Service is not reconnected or relocated with Vonex for any reason, including but not limited to, Vonex being unable to deliver a Service at a new location, any applicable Cancellation Fees are payable in full.

15. Billing, Fees, and Charges

- 15.1** Installation charges may apply and prepayment may be required prior to the Order being processed by Vonex.
- 15.2** If the Customer requires a non-standard installation the installation charges quoted by nbn co will apply.
 - 15.2.1** If the Customer premises is a new development and the Service is the first nbn[®] connect order for that premises a charge will apply.
 - 15.2.2** If a new or inactive copper line is activated a charge may apply.
 - 15.2.3** If an additional nbn[®] Connection Box is required a charge may apply.
- 15.3** All fees and charges are payable in advance or, where applicable, as they are incurred. Charges may include recurring service fees, any additional services, or features selected by you.
- 15.4** Vonex will charge a monthly access fee, which includes a data allocation/s. Access fees are billed monthly in advance. The invoice date may not necessarily be the same as the billing anniversary date.
- 15.5** All charges are payable by credit card. You must provide and maintain a valid credit card for direct debit payments.
- 15.6** The billing anniversary date is 1st monthly.

Business nbn[®] Service Description and Terms

16. The Service

- 16.1** The Supplier is providing broadband Internet access to the Customer's premises via the nbn[®] network. nbn co ltd. is not providing any products or services directly to the Customer.
- 16.2** The Service requires power to operate and will not operate in the event of a mains power failure.
- 16.3** nbn[®] Equipment may be required and may not already be installed, requiring time for nbn[®] to do so. Supplied nbn[®] Equipment is to remain at the property and not be removed.
- 16.4** CPE is required to use the Service. This equipment must be obtained by the Customer (at their cost), maintained and operated by the Customer, and remains the Customer's property beyond the termination of the Service. The Customer must ensure that any CPE:
 - 16.4.1** Is compatible with the nbn[®] network that the premises is connected to;
 - 16.4.2** Is approved for use in connection with Australian telecommunications networks;

- 16.4.3** Is not used for any purpose other than the purposes for which it was approved; and
- 16.4.4** Is maintained in good repair and working condition.
- 16.5** The Supplier may offer CPE including pre-configuration and delivery. When offered this does not include ongoing management.
- 16.6** All Business nbn[®] Services include:
 - 16.6.1** Internet access including data allocation. The rate charged for excess data consumption (if applicable) is specified on the Order Form.
 - 16.6.2** A single login.
 - 16.6.3** Online usage statistics. Although updated frequently, usage statistics are not up to the minute calculations. From time to time, for technical reasons, usage statistics maybe delayed or unavailable.
 - 16.6.4** Technical Support
 - 16.6.5** Fixed speeds (not shaped).
 - 16.6.6** The billing anniversary date is the 1st of each month.
 - 16.6.7** A single static IP address. Additional IP addressing may be available upon request for an additional cost, if technically justified, at the discretion of The Supplier.

17. Service Levels - Business nbn[®]

Service	Target	Rebate Availability	Further Information
Installation / Delivery	2 business days	No	N/A
Support Response	30 minutes	No	N/A
Service Restoration	Best Efforts	Yes	Covers full outages only where Vonex is at fault and verified by Vonex Technical Support. Not applicable to performance degradation issues or force majeure situations or other parties eg loss of power. Rebate calculation is equal to Monthly fee / days in that month x fees charged for each full day with nil service, less two days.

18. Availability of Service

- 18.1** The Service is only available at premises which can be physically connected to The Supplier's network.
- 18.2** All Orders are subject to a Service Qualification. Provisional checks to confirm the premises can support the Service are carried out, but this does not guarantee that the Service can be successfully installed.
- 18.3** Where the premises can be physically connected to The Supplier's network, for technical and commercial reasons, The Supplier may choose not to supply the Service to the Customer.

19. Customer Obligations

- 19.1** The Customer must ensure the accuracy of the information provided for the establishment of the Service. The Service will be installed according to the information provided. If incorrect information is provided the Customer will be charged for corrections to the Service including standard Cancellation and Relocation Fees.
- 19.2** The Customer must ensure that any nbn[®] Equipment is not covered in any way that prevents air circulating around it.
- 19.3** The Customer is responsible for any loss or damage caused to the nbn[®] network or equipment, excluding any loss or damage caused by nbn[®] or The Supplier. If the Customer has a monitored service at the premises (e.g. a security or medical alarm), it is the Customers responsibility to check that the monitored service will be compatible with the nbn[®] Service and is working following installation of the Service. The Supplier is not liable for any loss suffered because of a monitored service failing to work for any reason.
- 19.4** The service is for use at The Customers supplied address only and is not for resale or sharing.

20. Delivery of Service / Provisioning

- 20.1** The Supplier shall provide the Customer with Service Details, including username, password and other information required to enable and use the Service. It is the Customer's responsibility to store the Service Details in a secure manner for future reference.
- 20.2** Provisioning Timeframe
 - 20.2.1** The provisioning process begins upon receipt of a completed Order Form, prepayment of any required fees and confirmation that the premises is serviceable.
 - 20.2.2** The Supplier does not guarantee any provisioning timeframe.
 - 20.2.3** The Supplier is not responsible for provisioning delays due to any third party dependencies or any other circumstances beyond its control.
- 20.3** Installation of the Service
 - 20.3.1** The Service will be delivered to the Network Boundary Point at the Customer premises.
 - 20.3.2** If delivered via the nbn[®] Fibre, Fixed Wireless or HFC network the Network Boundary Point is the UNI-D Ethernet port on the nbn[®] Connection Box.
 - 20.3.3** If delivered via the nbn[®] FTTB network the Network Boundary Point is the customer side of the MDF.
 - 20.3.4** If delivered via the nbn[®] FTTN or FTTC network the Network Boundary Point is first telephony socket within the Customer premises, unless the premise has an MDF, in which case the Network Boundary point is the customer side of the MDF.
 - 20.3.5** Cabling beyond the Network Boundary Point to the location where the Customer intends to use the Service is at the Customers cost and responsibility as is the provision of a suitable wall outlet and 240V AC power outlet/s. The Customer may incur charges for any installation, repair or any other work required in relation to any cabling or CPE required beyond the Network Boundary Point.
 - 20.3.6** If not already completed at the premises, nbn[®] will undertake the necessary installation activity.
 - 20.3.7** The installation will be performed during normal business hours and the Customer, or their nominated site contact, may need to be present to provide access for the

nbn[®] installer. The installation may take place over more than one day, which may not be consecutive days. A nominated contact must be 18 years of age or older.

- 20.3.8** If the Customer needs to reschedule the installation appointment, they must give The Supplier two (2) business days notice. Fees may apply for missed appointments.
- 20.3.9** The Supplier may reschedule an installation appointment with the Customer. The Supplier will endeavour to provide as much notice as possible when rescheduling an appointment.
- 20.3.10** The Supplier cannot guarantee that an installation appointment time will be met and there may be some circumstances where the appointment cannot go ahead at the scheduled time or date.
- 20.3.11** The Supplier is not liable for any cost, damage or loss suffered by the Customer because the appointment did not occur at the scheduled time or date.
- 20.3.12** The Customer understands that in performing the work required to complete the installation temporary outages or interruptions to existing services at the premises may be caused:
- 20.3.12.1** In the case of FTTC based Services, any services supplied over the same copper pair will be permanently disconnected, the telephone number (if applicable) will be permanently lost and all devices, other than the nbn[®] Connection Box, must be physically unplugged from internal wiring and remain unplugged (e.g. telephone handsets, modems and alarm diallers);
 - 20.3.12.2** In the case of FTTB and FTTN based Services, any copper based non-voiceband services, or special services, supplied over the same copper pair will be permanently disconnected; and
 - 20.3.12.3** The Supplier is not liable for any cost, damage or loss suffered by the Customer due to disconnection, outages or interruptions during or as a result of installation of the Service.
- 20.3.13** The installation will be a standard installation or a non-standard installation.
- 20.3.14** A standard installation assumes that the installation can be completed in normal business hours, that access to the premises, or any common property, is available and requires only a single nbn[®] Connection Box to be installed (if applicable). In certain circumstances, additional work may need to be undertaken to complete an installation such as difficult access within a building or additional cable lengths to a preferred location. When these situations arise a non-standard installation will be required subject to available time and materials.
- 20.3.15** If during installation The Supplier, nbn co and/or its contractors find that the premises needs, or the Customer requests, a non-standard installation, nbn[®] and/or its contractor will provide the Customer with a quote for the additional work and will only perform the non-standard installation if the Customer accepts the quote. The non-standard installation charges will be billed to the Customer by The Supplier and are payable immediately. If the Customer does not agree to the quote, does not agree to a standard installation, or a standard installation is not possible, the installation will not proceed and the order will be withdrawn by The Supplier.
- 20.3.16** During installation the Customer is responsible for specifying preferences with the nbn[®] installer.
- 20.3.17** Following installation, the Customer will need to connect the nbn[®] Connection Box (if not already connected) and/or CPE.
- 20.3.18** Central Splitter Installation (FTTB and FTTN only)
- 20.3.18.1** If the Customer requires installation of a Central Splitter charges will apply.

- 20.3.18.2** The Customer understands that upon installation of a Central Splitter, title and risk is immediately passed to the Customer and the Customer must use reasonable endeavours to transfer title to the owner of common property or the premises where the Central Splitter is installed.
- 20.3.18.3** The Supplier and nbn co ltd. are not responsible for maintenance and/or repair of a Central Splitter.

21. Transfers

- 21.1** Transfers are the process for changing an nbn[®] Internet Service Provider.
- 21.2** nbn[®] Transfers to The Supplier are only applicable for active nbn[®] Services supplied by a participating Internet Service Provider.
- 21.3** Transfers are not available when changing address.
- 21.4** Cancelling an nbn[®] Service with another Internet Service Provider before an nbn[®] Transfer Order has been processed by The Supplier will cause a failed Transfer and a new Order will be required.
- 21.5** Transfer may result in downtime of the nbn[®] Service during the Transfer process. The Supplier is unable to provide exact timing for the completion of the Transfer.
- 21.6** Transfer from a voice service to a broadband only service will cancel the voice service and may put any associated telephone numbers into quarantine.
- 21.7** Where a third party is involved in a Transfer process and failure on the part of the third party occurs, The Supplier is not liable for any delays or loss incurred as a result of the delay.
- 21.8** Performing a Transfer does not release the Customer from any contractual obligations, e.g. Cancellation Fees, with their previous nbn[®] Internet Service Provider.

22. Site and Equipment Requirements

- 22.1** Access to Customer premises and consent requirements
 - 22.1.1** The Customer agrees to provide safe and timely access to the Customer premises and reasonable assistance to enable nbn co, The Supplier and/or its contractors to:
 - 22.1.1.1** Provide the Service;
 - 22.1.1.2** Deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, perform any other work on or in relation to, disconnect, and remove part of the nbn[®] Network, including any nbn[®] Equipment, or any other item that is licensed, owned or controlled by nbn[®] or, where lawful, any third party network whether or not in relation to the supply of the Service;
 - 22.1.1.3** For as long as the Customer owns, controls or occupies the premises; and
 - 22.1.1.4** For as long as the Service is provided to the Customer and for a reasonable period thereafter as reasonably requested by The Supplier, nbn co and/or its contractors.
 - 22.1.2** The Customer is responsible for obtaining consent for nbn[®], The Supplier and/or its contractors to access the Customer premises. This includes all relevant consent to:
 - 22.1.2.1** Enter the Customer premises to connect the nbn[®] Connection Box;

- 22.1.2.2 Make physical modifications to the premises in order to connect or remove the Service, and/or any nbn[®] Equipment;
 - 22.1.2.3 Undertake any cabling, drilling, or equipment installation to take place as part of providing the Customer with the Service; and
 - 22.1.2.4 Deliver, install, connect, inspect, modify, change, replace, reinstate, maintain, repair, or retrieve the nbn[®] Equipment.
 - 22.1.3 If the Customer does not own the premises the Customer is obliged to obtain written consent from the owner of the premises (including but not limited to any body corporate of a flat or apartment building) for the activities described in the clause above. This consent must be signed and dated and provided to The Supplier, nbn[®] and/or its contractors on request;
 - 22.1.4 The Customer understands where an aerial fibre cable is required and will cross a neighbour's property to reach the Customer premises:
 - 22.1.4.1 Consent needs to be obtained from the owner of the neighbour's property;
 - 22.1.4.2 nbn[®] and/or its contractors will organise to obtain the consent needed and in the event the neighbour's consent cannot be obtained, nbn[®] will attempt to find alternative means of connecting the Service, whenever possible; and
 - 22.1.4.3 The process of identifying the owner of the neighbour's property and obtaining their consent may take time and delay the final activation of the Service.
 - 22.1.5 The Customer agrees to, upon request, promptly arrange any further written consent reasonably required for the activities described within Section 6 clauses.

23. Environment at Customer Sites

23.1 The Customer must:

- 23.1.1 Provide a suitable environment at the Customer premises (to nbn[®] and The Supplier's reasonable satisfaction) for the proper installation and operation of any nbn[®] Equipment by:
 - 23.1.1.1 Providing all other equipment, including but not limited to routers, cabling beyond the Network Boundary Point, etc.; and
 - 23.1.1.2 Ensuring that a suitable wall outlet and power supply is available at all times (to nbn[®] and The Supplier's reasonable satisfaction) to enable the proper operation of any nbn[®] Equipment located or installed at the Customer premises.

24. nbn[®] Equipment

24.1 If the Service is delivered via the nbn[®] Fibre network nbn co ltd. will supply:

- 24.1.1 nbn[®] Utility Box;
- 24.1.2 nbn[®] Connection Box;

24.1.3 External cabling from the street network to the nbn® Utility Box and internal cabling up to the nbn® Connection Box; and

24.1.4 Power Supply Unit; or

24.1.5 If the Service was ordered before 9th October 2014, a Power Supply Unit with Battery Backup and the first battery;

24.1.6 This equipment remains the property of nbn co ltd.

24.2 If the Service is delivered via the nbn® Fixed Wireless network nbn® will supply:

24.2.1 Outdoor antenna;

24.2.2 nbn® Connection Box; and

24.2.3 Cabling from the outdoor antenna to the nbn® Connection Box;

24.2.4 This equipment remains the property of nbn co.

24.3 If the Service is delivered via the nbn® HFC network, nbn co ltd. will supply:

24.3.1 nbn® Utility Box;

24.3.2 HFC Premises Amplifier if required;

24.3.3 Splitter if required;

24.3.4 nbn® Connection Box; and

24.3.5 Internal tie-cable/s from nbn® Utility Box to nbn® Connection Box.

24.3.6 This equipment remains the property of nbn®.

24.4 If the Service is delivered via the nbn® FTTC network, nbn® will supply:

24.4.1 nbn® Utility Box;

24.4.2 External cabling from the street network to the nbn® Utility Box; and

24.4.3 nbn® Connection Box.

24.4.4 This equipment remains the property of nbn®.

24.5 nbn® Connection Box:

24.5.1 The nbn® Connection Box is supplied by nbn® and is installed by an nbn® installer or the Customer.

24.5.2 The nbn® Connection Box does not have an Uninterruptible Power Supply (UPS). In the event of a power failure, the Customer will not be able to use the Service.

24.5.3 If the Service is delivered via the nbn® Fibre network the nbn® Connection Box is powered by the Power Supply Unit. Both the Power Supply Unit and the CPE must always be connected to mains power supply.

24.5.4 If the Service is delivered via the nbn® FTTC, HFC or Fixed Wireless network the nbn® Connection Box is powered by the premises mains power supply. The nbn® Connection Box and CPE must always be connected to mains power supply.

- 24.5.5** The nbn[®] Connection Box for an FTTC based Service provides a reverse power feed to other equipment in the nbn[®] network.
- 24.6** The Customer is responsible for the nbn[®] Equipment: and
 - 24.6.1** Must not do anything with the nbn[®] Equipment which may be contrary to nbn[®]'s rights of ownership;
 - 24.6.2** Must not part with possession of, nor create any security interest of any kind over, any nbn[®] Equipment without nbn[®] prior written consent;
 - 24.6.3** Must comply with all nbn[®]'s and The Supplier's reasonable directions in respect of any nbn[®] Equipment;
 - 24.6.4** Must not allow any nbn[®] Equipment to be altered, repaired, serviced, moved or removed other than by personnel approved by The Supplier or nbn[®];
 - 24.6.5** Is responsible for any risk of loss or damage associated with nbn[®] Equipment located or installed on the Customer premises;
 - 24.6.6** Keep the nbn[®] Equipment at the premises regardless of whether the Customer continues the Service or another service, unless otherwise instructed by nbn[®] or The Supplier; and
 - 24.6.7** Acknowledges that despite any law to the contrary or an affixation of the nbn[®] Equipment to the Customer premises, the nbn[®] Equipment is and remains the property of nbn[®].
- 24.7** If the Customers fails to care for the nbn[®] Equipment as per the above clause, the Customer may incur charges for its recovery or replacement.

25. Speed of Service

- 25.1** The speed tiers available depend on the nbn[®] technology type at that premises.
- 25.2** The speed tier selected by the Customer is the maximum possible speed (Mbps) that is available as provided by nbn[®] and is not necessarily indicative of the internet data transfer/throughput speeds the Service will achieve in practice.
- 25.3** The Customer acknowledges that the actual data transfer/throughput speed will be unknown until the Service is installed and may be substantially lower than the quoted maximum speed for a variety of reasons. These reasons include, but are not limited to:
 - 25.3.1** The distance between the Customer premises and the nbn[®] node.
 - 25.3.2** The age and quality of lead-in cables and in-building wiring.
 - 25.3.3** The number of joints in lead-in cables and in-building wiring.
 - 25.3.4** The co-existence of voiceband and/or other non-voiceband services.
 - 25.3.5** The number of simultaneous users.
 - 25.3.6** The type of CPE and software in use and its configuration.
 - 25.3.7** The source/type of content being downloaded by the user.
 - 25.3.8** Environmental/external influences that may impact the speed and/or performance of the Service.

- 25.3.9** The bandwidth profiles for all services supplied to the nbn[®] Connection Box (by The Supplier or another provider) exceeding the throughput limit of the nbn[®] Connection Box.
- 25.3.10** The TCP/IP software settings on the Customer's computer and how the applications use TCP/IP.
- 25.3.11** The capacity of the remote server the Customer is accessing.
- 25.3.12** The presence of congestion at any point between the remote server and the Customer's computer.
- 25.3.13** The highly variable performance of wireless networks.
- 25.4** If it is determined that the physical telecommunications network is not capable of providing the selected speed tier and this cannot be fixed the Customer may, within 10 business days of being notified by The Supplier, choose to:
 - 25.4.1** Remain on the current plan and speed tier, thereby accepting that the Service may not achieve the selected speed tier; or
 - 25.4.2** Submit a Plan Change Form to change the Service to a slower speed tier, if available; or
 - 25.4.3** Submit a Cancellation request to permanently disconnect the Service. In this circumstance, if the Service is cancelled prior to the Contract End Date, The Supplier will waive any applicable Cancellation Fee.
 - 25.4.4** If the Customer does not submit a Plan Change Form or a Cancellation request within 10 business days, it will be assumed that the Customer has chosen option a, as outlined above.

26. Impact Between the nbn[®] Service and Other Services

- 26.1** Installation and operation of the nbn[®] Service may cause disruption or outages to other services at the premises, e.g. telephone, alarm system, monitoring service, PABX system, Pay Television.
- 26.2** Installation and operation of other services at the premises, e.g. telephone, alarm system, monitoring service, PABX system, Pay Television may cause outages or disruption of the nbn[®] Service.
- 26.3** It is the Customer's responsibility and cost to install CPE such as splitters and network termination devices which may be required when other services share the same lead-in and/or internal cabling.

27. Withdrawal of an Order

- 27.1** The Customer may withdraw an Order within 24 hours of submitting the Order Form without penalty otherwise cancellation fees in line with costs incurred by The Supplier may apply. Orders can only be withdrawn prior to the Start Date of the Service.

28. Contract Term / Cancellation of the Service

- 28.1** A Contract Term applies to all Services.
- 28.2** The Contract Term commences from the Start Date of the Service, as advised by The Supplier.

- 28.3** The Customer does not have any contractual relationship with nbn®.
- 28.4** The minimum Contract Term is 1 month from the Start Date, unless otherwise specified on the Order Form.
- 28.5** If the Customer notifies The Supplier that they wish to cancel the Service, the monthly access fee for the month in which the Cancellation occurs is not refundable. Cancellation requests must be received by The Supplier in writing two full business days before required.
- 28.6** Cancellation of the Service prior to the Contract End Date shall incur a Cancellation Fee equal to 75% of the total of the remaining monthly access fees for the current Contract Term.
- 28.7** The Customer acknowledges that the Cancellation Fee as calculated in accordance with these Terms and Conditions constitute a genuine estimate of The Supplier's financial loss in the event that the Service/s are cancelled prior to the Contract End Date.
- 28.8** If the Customer wishes to cancel the Service at the end of their current billing period, the Cancellation request must be received in writing by The Supplier no less than two full business days prior to the billing anniversary date, otherwise the next billing period will commence and another month's access fee will apply.
- 28.9** Cancellation requests must be submitted in writing by an Authorised Representative and must include the username, Service address and the required Cancellation date. Should this information not be received in full the Cancellation is not able to be actioned.
- 28.10** The Customer accepts that The Supplier and/or nbn co is under no obligation to return the Customer premises to their original condition after the Service is cancelled.

29. Service Modifications

29.1 Plan Changes

29.1.1 All plan changes require submission of a Plan Change Order.

29.1.1.1 The change to billing and data allocation, if any, will take effect from the first of the next calendar month.

29.1.1.2 Any existing Contract End Date shall continue to apply.

29.1.1.3 If a speed change is required, the change to the speed of the Service will be processed immediately (as soon as possible) taking effect within five business days.

29.1.1.4 Changing the speed of a service may result in downtime of the Service during the speed change process.

29.1.1.5 The Supplier is unable to control exact timing for the completion of the speed change.

29.2 Battery Backup

29.2.1 It is the customers responsibility to install and manage any desired battery backup for all required network elements.

29.3 Fibre Connect (FTTN and FTTC only)

29.3.1 The following Terms and Conditions are applicable to Fibre Connect Orders placed with The Supplier.

29.3.2 A Fibre Connect Order means a request to change the Service to the nbn® Fibre (FTTP) technology type.

- 29.3.3** Eligible locations are determined by nbn®. The Supplier does not guarantee that the Fibre Connect Order will be successful.
- 29.3.4** When ordering Fibre Connect the Customer must select a plan that meets the minimum speed tier requirement advised.
- 29.3.5** If within twelve (12) months of the Fibre Connect Order being completed, the Customer requests a plan change that does not meet the minimum speed tier requirement, or Cancellation of the Service occurs for any reason including Reconnection or Relocation, a once off \$180 Fibre Connect Cancellation Fee will apply, due and payable immediately.
- 29.3.6** The Fibre Connect Cancellation Fee is independent of any other Cancellation Fee that may apply for Cancellation of the Service prior to the Contract End Date.
- 29.3.7** The existing Contract Term (if applicable) will carry over to the new Service on completion of the Fibre Connect Order.

29.4 Delivery of Service / Provisioning

- 29.4.1** A Fibre Connect Order requires installation of a new Service and disconnection of the original Service.
- 29.4.2** The Supplier will notify the Customer in writing when provisioning of the Fibre Connect Order is complete.
- 29.4.3** Both Services remain active and chargeable until such time as a Cancellation request for the original Service is received by The Supplier. If no Cancellation request is received, the original Service will be automatically cancelled twelve (12) months after completion of the Fibre Connect Order.
- 29.4.4** The Customer is responsible for obtaining suitable alternate CPE and/or re-configuration of CPE, if required.

29.5 Reconnection or Relocation of the Service

- 29.5.1** Reconnection or Relocation of the Service to another address is equivalent to Cancellation and a new Service.
- 29.5.2** Reconnection or Relocation requires completion and submission of an Order Form.
- 29.5.3** A new Contract Term will apply as outlined on the Order Form.
- 29.5.4** In the case of a Relocation, both Services remain active and chargeable until such time as a Cancellation request for the original Service is received by The Supplier.
- 29.5.5** If the Service is successfully reconnected or relocated with The Supplier any applicable Cancellation Fee will be waived by The Supplier, provided the Reconnection or Relocation occurs within 30 days. Any applicable Fibre Connect Cancellation Fee is payable in full.
- 29.5.6** If the Service is not reconnected or relocated with The Supplier for any reason, including but not limited to, The Supplier being unable to deliver a Service at a new location, any applicable Cancellation Fee is payable in full.

30. Billing, Fees and Charges

- 30.1** Installation charges may apply and prepayment may be required prior to the Order being processed by The Supplier.
- 30.2** If the Customer requires a non-standard installation the installation charges quoted by nbn co will apply.

- 30.2.1** If the Customer premises is a new development and the Service is the first nbn[®] connect order for that premises a charge will apply.
- 30.2.2** If a new or inactive copper line is activated a charge may apply.
- 30.2.3** If an additional nbn[®] Connection Box is required a charge may apply.
- 30.3** The Supplier charge a monthly access fee, which includes a data allocation/s. Access fees are billed monthly in advance. The invoice date may not necessarily be the same as the billing anniversary date.
- 30.4** The billing anniversary date is 1st monthly.

Business nbn[®] Assure Service Description and Terms

31. The Service

- 31.1** This service is a Business nbn[®] service as per Terms stated above, plus automated 4G Failover providing Internet access to the customer's premises. This product is available wherever access to the nbn[®] network and Optus 4G network are available nationally. Business nbn Assure Service quality is dependent on your local mobile coverage.
- 31.2** The monthly plan fees include Internet access to the customer's premises via the nbn[®] network, an optional static IP address, Optus 4G Mobile SIM and hardware supplied by Vonex.
- 31.3** The 4G speeds will vary according to plan selected.
- 31.4** 4G network IP addressing supplied varies according to the plan selected. IP addressing supplied for the 4G network is independent of the IP addressing supplied for the nbn[®] network.
- 31.5** Automated Failover from nbn[®] to 4G, and reverting to nbn[®], is not instant and may disrupt Internet access.
- 31.6** The nbn[®] Assure Failover Service is for use only as a failover in the event of an nbn[®] Network outage or Service Fault. The Supplier reserves the right to suspend a service if breach of this usage case is detected:
 - 31.6.1** Service Faults are defined as events that interrupt connectivity.
 - 31.6.2** Speed Faults are not considered Service Faults for the purposes of 4G Assure.
- 31.7** The Supplier reserves the right to suspend 4G Assure services where a fault has not been logged within one (1) business day.

32. Service Levels – Business nbn® Assure

Service	Target	Rebate Availability	Further Information
Installation / Delivery	2 business days	No	N/A
Support Response	15 minutes	No	N/A
Service Restoration	Best Efforts	Yes	Covers full outages only and NOT performance degradation issues or force majeure situations IF both nbn® and Mobile service are out simultaneously. Rebate calculation is equal to Monthly fee / days in that month x fees charged for each full day with nil service.

33. Customer Obligations

- 33.1** The 4G service is only to be used when an nbn® network outage or Service fault occurs. The Customer must not intentionally make the 4G operate as a permanent connection.
- 33.2** The provided SIM is not to be used independently in the event of CPE failure. CPE failure is not classed as an nbn® network outage or a service fault. The CPE provided is not a managed service.
- 33.3** The Business nbn® Assure service is not to be used for load balancing or bonding.

34. Cancellation

- 34.1** A Contract Term applies to all Services.
- 34.2** The Contract Term commences from the Start Date of the Service, as advised by The Supplier.
- 34.3** The minimum Contract Term is 1 month from the Start Date, unless otherwise specified on the Order Form.
- 34.4** If the Customer notifies The Supplier that they wish to cancel the Service, the monthly access fee for the month in which the Cancellation occurs is not refundable. Cancellation requests must be received by The Supplier in writing two full business days before required.
- 34.5** Cancellation of the Service prior to the Contract End Date shall incur a Cancellation Fee equal to 75% of the total of the remaining monthly access fees for the current Contract Term.
- 34.6** The Customer acknowledges that the Cancellation Fee as calculated in accordance with these Terms and Conditions constitute a genuine estimate of The Supplier's financial loss in the event that the Service/s are cancelled prior to the Contract End Date.
- 34.7** If the Customer wishes to cancel the Service at the end of their current billing period, the Cancellation request must be received in writing by The Supplier no less than two full business days prior to the billing anniversary date, otherwise the next billing period will commence and another month's access fee will apply.
- 34.8** Cancellation requests must be submitted in writing by an Authorised Representative and must include the username, Service address and the required Cancellation date. Should this information not be received in full the Cancellation is not able to be actioned.

Business Fibre Service Description and Terms

35. The Service

- 35.1** Business Fibre is a high bandwidth symmetrical Internet access service delivered over Ethernet to a specified address. The Supplier utilises its own fibre network and/or other carrier partners to deliver the Service.
- 35.2** The Service includes:
 - 35.2.1** An Internet, or Ethernet Layer 2 point to point connection.
 - 35.2.2** A range of symmetric bandwidth, Class of Service (CoS) & SLA options.
 - 35.2.3** A monthly data allocation or Unlimited data (if an Internet plan).
 - 35.2.4** Supply and maintenance of a Network Terminating Unit (NTU). The NTU is the device that the supplied Ethernet circuit terminates on at the Customer premises.
 - 35.2.5** Technical Support
 - 35.2.6** Proactive /Reactive Monitoring 24x7 unless otherwise specified on the Order Form.
 - 35.2.7** Service Level Agreement (SLA).
 - 35.2.8** CPE (a router) may be required in addition to the NTU at the Customer's expense.

36. Service Levels–Business Fibre

Service	Target	Rebate Availability	Further Information
Installation / Delivery	55 business days	No	N/A
Support Response	15 minutes	No	N/A
Service Restoration	2 Business Days	Yes	Covers full outages only where Vonex is at fault and verified by Vonex Technical Support. Not applicable to performance degradation issues or force majeure situations or other parties eg power. Rebate calculation is equal to Monthly fee / days in that month x fees charged for each full day with nil service, less two days.

37. Availability of the Service

- 37.1** Availability and obtainable bandwidth of the Service is dependent on the infrastructure, Customer requirements and location of the Customer site. There is no guarantee that this service is available at the desired address.
- 37.2** The Service is delivered as Ethernet over optical fibre or copper cable, depending on infrastructure, Customer requirements and location of the Customer premises/site.

38. Customer Obligations

- 38.1** The Customer is responsible for providing accurate address details for the Service, such as building number, floor, room, rack, etc. Any costs associated with delivery to an incorrect service address will be payable in full by the Customer.
- 38.2** Cabling beyond the Network Boundary Point to the location where the Customer intends to use the Service is at the Customers cost and responsibility as is the provision of a suitable 240V AC power outlet/s. The Customer may incur charges for any installation, repair or any other work required in relation to any cabling or CPE required beyond the Network Boundary Point.
- 38.3** The service is for use at the Customers supplied address only and is not for resale or sharing.

39. Delivery of Service/Provisioning

- 39.1** The Supplier will specify an estimated provisioning timeframe on the Order Form.
- 39.2** The Service provisioning timeframe will commence upon receipt of full payment of any required establishment fees and submission of accurate site details /contacts to Our satisfaction.
- 39.3** The Supplier is not responsible for any provisioning delays due to any Third-Party dependencies or any other circumstances beyond its control.
- 39.4** The Supplier does not guarantee any provisioning timeframe.
- 39.5** The Customer acknowledges that The Supplier may provide the Service using The Supplier's own facilities, the services and facilities of any Third-Party Provider, or, any combination of both The Supplier's and a Third Party Provider's services and facilities.
- 39.6** The routing of the Service is at The Supplier's discretion. The Supplier may consider, but is not obliged to accept, any request by the Customer for special routing or diversity arrangement for the Service.
- 39.7** The Start Date of the Service is the date that provisioning of the Service is complete, as advised in writing by The Supplier.
- 39.8** The Customer has two (2) business days to dispute the Start Date of the Service, after which time it is deemed that the Customer has accepted the Service.

40. Site Requirements and NTU

- 40.1** Access to Customer Sites
 - 40.1.1** The Customer must provide access to the Customer Site/s and reasonable assistance as The Supplier may require, to enable The Supplier and/or its contractors to:
 - 40.1.1.1** Provide the Service.
 - 40.1.1.2** In respect of any The Supplier equipment, deliver, install, change, repair, replace, modify, maintain or retrieve the The Supplier equipment (as applicable).
- 40.2** Environment at Customer Sites
 - 40.2.1** The Customer must:

- 40.2.1.1** Provide a suitable environment (to The Supplier’s reasonable satisfaction) at the Customer Sites for the proper installation and operation of any The Supplier equipment; and
- 40.2.1.1.1** Provide all other equipment, including but not limited to, rack space, routers, cabling, etc.
- 40.2.1.1.2** Ensure that a suitable power supply (to The Supplier’s reasonable satisfaction) is always available to enable the proper operation of any The Supplier’s equipment located or installed on the Customer premises.

40.3 Network Termination Unit (NTU)

- 40.3.1** The Customer is responsible for any NTU or associated equipment provided as part of the Business Fibre Service by The Supplier or a Third Party Provider; and
- 40.3.2** Must not do anything with the The Supplier equipment which may be contrary to The Supplier’s rights of ownership:
 - 40.3.2.1** Must not part with possession of, nor create any security interest of any kind over, any The Supplier equipment without The Supplier’s prior written consent;
 - 40.3.2.2** Must comply with all The Supplier’s reasonable directions in respect of any The Supplier equipment;
 - 40.3.2.3** Must not allow any The Supplier equipment to be altered, repaired, serviced or moved other than by personnel approved by The Supplier;
 - 40.3.2.4** Is responsible for any risk of loss or damage associated with The Supplier equipment located or installed on any Customer Sites; and
 - 40.3.2.5** Acknowledges that despite any law to the contrary or an affixation of the The Supplier equipment to the Customer Sites, the The Supplier equipment is and remains the property of The Supplier.

41. Service Level Agreement (SLA)

41.1 All Business Fibre Services include an SLA as outlined below.

Target Support Response	Faults in relation to an individual Service such as anomalies in transmission performance and general technical issues and/or enquiries.	8 business hours
	Force Majeure events beyond the reasonable control of The Supplier (or another party) including the cutting or disconnection of the fibre optic cable.	Force Majeure conditions apply and The Supplier will use “best efforts” to restore.
Target Service Restoration	48 Business Hours. When extended outages occur that are not Force Majeure or planned outage events customers may be credited for the individual Service related to the Service Outage.	Rebate available upon Customer request & The Supplier approval: Portion of Monthly Fee equal to fees charged for each full day with nil service, less the first 2 business days.

41.2 The Supplier is not liable for, and the Customer is not entitled to any rebate where:

41.2.1 The delay or failure results directly or indirectly from:

41.2.1.1 A Force Majeure event;

41.2.1.2 A planned Outage period (scheduled maintenance);

41.2.1.3 A Fault of any kind in the Customer's, a Third Party Supplier's or a third party's facilities, networks or systems.

41.2.2 The Customer is not up to date with any payments due to The Supplier.

41.3 The Supplier accepts no responsibility beyond the Service Level Agreement rebates above for any loss incurred, or implied, due to Outages or non supply.

41.4 The Customer acknowledges and agrees that the Service Rebates represent a genuine and reasonable pre-estimate of the Customer's maximum loss arising from The Supplier's failure to operate the Business Fibre Services in accordance with the Service Level Agreement. The Supplier will not be liable to the Customer for any loss of profits, loss of use, loss of contracts, loss of sales or damages from failure to supply Services, or for any indirect, economic, special or consequential damages arising out of or in connection with this Agreement and/or the Business Fibre Services regardless of whether liability is based on any breach of contract, tort (including negligence) warranty, statute, or any other basis of liability.

41.5 The Customer shall obtain and maintain public liability insurance insuring the Customer against any liability arising out of or in connection with the Contract and the utilisation of the Business Fibre Services, including cover for business interruption.

42. Billing, Fees and Charges

42.1 An Establishment Fee may apply for Business Fibre Services depending on the contract term selected and an initial desktop address audit. The Establishment Fee covers a default service installation and termination only. Additional quoted build costs may be applicable to deliver the service and shall be quoted once determined by on-site contractors. Withdrawal of the Order at this stage, for any reason, may incur cancellation fees as per Order Withdrawal clause below.

42.2 Establishment fees and/or build costs are payable immediately. Failure to pay these fees may result in provisioning delays and/or order withdrawal.

42.3 The Supplier charges a Monthly Fee payable in advance.

42.4 Invoices will be calculated on a calendar month basis. The first Invoice will reflect the pro-rata period between the Start Date and end of month, to bring the account in line with the common billing anniversary date of 1st monthly.

42.5 Services shall be deemed to be individually installed, ready for use and chargeable from the date The Supplier delivers written confirmation that each Service has been tested and operational (known as "the Start Date").

42.6 If the Service is part of a multi-Service solution and individual Services are provisioned in a staggered fashion, The Supplier will Invoice the Customer for the individual Services from the Start Date of each individual Service.

42.7 Order Withdrawal

42.7.1 Order withdrawal means a cancellation request made during the provisioning process before the Service Start Date.

42.7.2 If the order is withdrawn for any reason, before the Service Start Date, a cancellation fee may be issued. The amount of this fee depends on the stage of the order at the time it is cancelled. The cancellation fee is calculated as soon as practicable, based on third party costs to be advised.

- 42.73** The Customer acknowledges that the cancellation fees calculated due to order withdrawal constitute a genuine estimate of The Supplier's financial loss.
- 42.74** Order Withdrawal requests should be submitted in writing by an Authorised Representative and must include the Service address and the required Cancellation date.

43. Contract Term / Cancellation of the Service

- 43.1** The Contract Term for the Service is stated on the Order Form.
- 43.2** Should the Customer terminate the Service/s for any reason prior to the end of the Contract Term and after the Start Date of the service, a Cancellation Fee equal to the total remaining Monthly Fees and any outstanding Fees are due and payable by the Customer upon Cancellation.
- 43.3** The Customer acknowledges that the Cancellation Fee constitutes a genuine estimate of The Supplier's financial loss if the Service is cancelled prior to the Contract End Date.
- 43.4** Cancellation requests for Business Fibre Services must be received by The Supplier in writing thirty (30) full business days before required, otherwise the next billing period will commence, and another month's access fee will apply.
- 43.5** Cancellation requests should be submitted in writing by an Authorised Representative and must include the username, Service address and the required Cancellation date.
- 43.6** The Supplier may immediately terminate this Agreement by notice in writing to the Customer, without The Supplier having any liability to the Customer, if:
 - 43.6.1** The Customer breaches this Agreement and in The Supplier's opinion the breach cannot be remedied, or, can be remedied but is not remedied by the Customer within 5 business days (or any other reasonable period specified by The Supplier) after the date The Supplier notifies the Customer requiring it to be remedied; or
 - 43.6.2** A Customer insolvency event occurs; or
 - 43.6.3** Where the Customer is a partnership, the partnership is dissolved or an application is made for its dissolution; or
 - 43.6.4** The Supplier provides, or intends to provide, the Service/s to the Customer using the Services and/or facilities of a Third Party Supplier; and
 - 43.6.5** The Third Party Supplier varies the Terms and Conditions up on which it provides its Services to The Supplier, or is incapable of providing its Services to The Supplier;
 - 43.6.6** The Third Party Supplier affects The Supplier's ability to provide the Services to the Customer.
- 43.7** Should The Supplier terminate the Business Fibre Service/s for any of the reasons listed above or for non-payment, prior to the end of the Contract Term, a Cancellation Fee equal to the total remaining Monthly Fees is due and payable by the Customer upon Cancellation.
- 43.8** If a Force Majeure Event continues to prevent the supply of the Services for a period of more than three (3) months, either party may terminate this Agreement, or part thereof, by giving 10 business days' notice to the other, without liability.
- 43.9** The Customer is responsible, at their cost, for return of The Supplier NTU at the conclusion/or termination of the Contract Term. If the NTU is not returned to The Supplier within 10 business days following Cancellation of the Service, an Invoice will be issued to the Customer for the value of the NTU, payable in 7 days.

43.10 Service Suspension

43.10.1 The Supplier may suspend the provision of Services without The Supplier having liability to the Customer.

43.11 Service Modifications

43.11.1 Any Service modifications must be submitted by written request to The Supplier.

43.11.2 The technical availability and applicable fee for any Service modification is provided by quotation and may result in an Establishment Fee and/or a new Contract Term.

43.12 Relocation of the Service

43.12.1 Relocation of the Service to another address is equivalent to Cancellation and a new Service.

43.12.2 Relocation requires completion and submission of an Order Form.

43.12.3 A new Contract Term and Build Costs for the new Service will apply as outlined on the Order Form.

43.12.4 Both Services remain active and chargeable until such time as a Cancellation request for the original Service is received by The Supplier.

43.12.5 Any applicable Cancellation Fee for the original Service is payable in full and billed at the time of Cancellation.

43.12.6 Relocation of the Service to a new address does not release the Customer from an obligation to pay any applicable Cancellation Fee for the original Service, unless approved in writing by The Supplier.

43.12.7 If the Service is not reconnected or relocated with The Supplier for any reason, including but not limited to, The Supplier being unable to deliver a similar Service at a new location, any applicable Cancellation Fee is payable in full.

Wireless Broadband Service Description and Terms

44. The Service

44.1 The Supplier is providing Internet access to the Customer at a fixed address via a carrier partners mobile network and includes:

44.1.1 4G or 5G performance at a speed tier and data allocation as per the Customer selected plan and Critical Information Summary (CIS).

44.1.2 Plans with a data allocation will include excess charges as described in the Critical Information Summary (CIS). Email notifications are sent for milestone usage levels.

44.1.3 A single login.

44.1.4 A single IP address that can change without notice.

44.2 The Customer requires a compatible modem to use the Service that is only available from The Supplier. Some plans may include the required modem at no upfront cost.

45. Service Levels–Wireless Broadband

Service	Target	Rebate Availability	Further Information
Installation / Delivery	2 business days	No	N/A
Support Response	30 minutes	No	N/A
Service Restoration	Best Efforts	Yes	Covers full outages only where Vonex at fault and verified by Vonex Technical Support. Not applicable to performance degradation issues or force majeure situations or other parties eg power . Rebate calculation is equal to Monthly fee / days in that month x fees charged for each full day with nil service, less two days .

46. Availability of Service

- 46.1** The service is available within the carrier partner’s network coverage area within Australia, which can be searched online.
- 46.2** The service may not function at the maximum possible speed, or at all, due to reasons such as, but not limited to, unusual terrain or other environmental and structural circumstances.
- Additional factors impacting performance include:
- 46.2.1** The network (and frequency used by that network) used to connect to the service;
 - 46.2.2** The distance you are from a mobile tower;
 - 46.2.3** The capacity and load of the mobile tower;
 - 46.2.4** Your equipment and software;
 - 46.2.5** The number of users sharing the network;
 - 46.2.6** General activity on the Internet; and
 - 46.2.7** Speed and capacity of the server you are accessing.
 - 46.2.8** Prioritisation of Internet traffic of certain types or users over others.
- 46.3** Where you locate your modem in your premises can also affect its ability to receive signal and to distribute its wifi signal to your device/s.
- 46.4** If a service is not able to be established at the customer address within the 30 days of the Start Date, and The Supplier’s technical support verifies this, the Customer can return the modem and have the contract cancelled without paying Early Termination Fees. If the modem is returned in working condition a credit or refund equal to the portion paid will be supplied.

47. Customer Obligations

- 47.1** The Service is solely for use by the Customer and is not to be shared or resold to any other premises or businesses.
- 47.2** When a plan with a data allocation is selected, the Customer is required to monitor data usage via The Supplier website portal to manage plan selection and potential excess data charges.

- 47.3** The customer is required to promptly update The Supplier of email address changes and checking notification emails are not being filtered to spam/junk folders.
- 47.4** Customer Premises Equipment (CPE) / Modem
- 47.4.1** The Customer must acquire a modem & SIM (where applicable) from The Supplier to use this Service. The SIM must not be removed or used in another device.
- 47.4.2** The modem includes a manufacturer warranty under consumer protection laws and will be replaced by The Supplier if Technical Support approve.
- 47.4.3** The Supplier is not responsible for repairing or replacing a modem or other item of equipment if it is defective due to:
- 47.4.3.1** Any abuse, misuse, neglect or mishandling, any accident by you or a third party; any improper maintenance or service, including for example opening the modem case by anyone but our authorised technicians, or connection to external antennas that are not approved by us; any unusual hazards affecting the device, or failure to provide a suitable environment for it (including for example exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference, or incorrect power voltage);
- 47.4.3.2** Electrical supply pvproblems; or
- 47.4.3.3** Natural disasters including for example floods, lightning and fire, acts of terrorism, or any other cause beyond our reasonable control.
- 47.4.4** The Customer is responsible for ensuring the modem is well maintained and secure against use by other parties. Whether authorised or not, The Customer is liable for all charges (including excess data charges).
- 47.4.5** If your device is lost or stolen, you must notify The Supplier immediately. You will be liable for its use until advised, at which time we will suspend its use. You will be responsible for replacing it. If you do replace it at your cost, you will be able to resume your existing contract where you left off. Alternatively, any applicable early termination fee can be paid out.
- 47.4.6** The modem becomes the property of the customer at the end of the contract term.

48. Contract Term / Cancellation of Service

- 48.1** A Contract Term applies to all Services.
- 48.2** The Contract Term commences from the Start Date of the Service, as advised by The Supplier.
- 48.3** The minimum Contract Term is 1 month from the Start Date, unless otherwise specified on the Order Form.
- 48.4** If the Customer notifies The Supplier that they wish to cancel the Service, the monthly access fee for the month in which the Cancellation occurs is not refundable. Cancellation requests must be received by The Supplier in writing two full business days before required.
- 48.5** Cancellation of the Service prior to the Contract End Date shall incur a Cancellation Fee equal to 75% of the total of the remaining monthly access fees for the current Contract Term.
- 48.6** The Customer acknowledges that the Cancellation Fee as calculated in accordance with these Terms and Conditions constitute a genuine estimate of The Supplier's financial loss in the event that the Service/s are cancelled prior to the Contract End Date.

- 48.7** If the Customer wishes to cancel the Service at the end of their current billing period, the Cancellation request must be received in writing by The Supplier no less than two full business days prior to the billing anniversary date, otherwise the next billing period will commence and another month's access fee will apply.
- 48.8** Cancellation requests must be submitted in writing by an Authorised Representative and must include the username, Service address and the required Cancellation date. Should this information not be received in full the Cancellation is not able to be actioned.
- 48.9** A fee, representing the value of the modem to Vonex Telecom, will apply if the supplied modem is not returned to Vonex Telecom within 30 days of the Cancellation Date. This charge will also apply if the modem is returned in a poor / non-functional condition eg all cables are missing.