

CONDITIONS OF SERVICE - FIBRE SERVICES

1. ABOUT

These terms are product specific terms which apply to our Fibre Services.

2. APPLICATION

We will supply the Fibre Services to you pursuant to the terms and conditions set out in these Conditions of Service which form part of and must be read subject to our Standard Form of Agreement found at www.adam.com.au/legal. To the extent of any inconsistency between these Conditions of Service and the Standard Form of Agreement, these Conditions of Service will prevail.

3. DEFINITIONS

Capitalised terms have the meaning set out in our Standard Form of Agreement, and in these Conditions of Service, the following definitions apply, unless the context requires otherwise.

Agreement or our Agreement	means the agreement between you and us for the Fibre Services, comprising the terms stated in your Application form, the Standard Form of Agreement, these Conditions of Service and the Schedule of Fees and Charges.
Data Block	means an allocation of data that can be purchased to supplement the data you receive as part of your Fibre Service Plan.
Fibre	means fibre optic cable used to deliver the Internet to end users.
Fibre Service	means an Internet Service which is delivered by fibre optic cable directly to the Network Termination Device at the Premises.
Fibre Service Plan	means the particular Fibre Service selected by you in your Application.
Internet Service	means an Internet connectivity service which is provided to you by us on the terms and conditions set out in our Agreement in relation to such service.
Minimum Term	means the minimum term (if any) specified in your Fibre Service Plan.

Network	means the infrastructure used and maintained by us to provide you with your Service. Our Network does not include the computer networks that make up the Internet.
Network Prioritisation	means that the provision of Services will occur across our Network in a prioritised order, such order to be determined by us in our sole discretion.
Network Termination Device	means the onsite network termination device located in your Premises which allows fibre to terminate for distribution at your Premises. This may also be referred to as optical network terminal (ONT).
Off-Peak	means the off-peak download times as specified in your Application form.
Peak	means the peak download times as specified in your Application form.
Premises	means the location where you intend to use the Fibre Service.
Shaped Services or Shaping	means the controlled reduction in speed of a Fibre Service.
we, our or us	means Adam Internet Pty Ltd.
you or your	means the current account holder for the Fibre Service.

4. COMMENCEMENT OF FIBRE SERVICE

Our Agreement commences when we accept your Application and continues until terminated in accordance with our Agreement (**'Term'**).

5. FIBRE SERVICE CONDITIONS

- 5.1 During the Term, and provided that you are not in default of your obligations set out in our Agreement, we will provide the Fibre Service to you in accordance with the Fibre Service Plan you have selected in your application including the contract term.
- 5.2 In order for us to provide you with the Fibre Service you require a Network Termination Device to be installed at your Premises.
- 5.3 The connection, configuration, maintenance and installation of any customer Equipment or other items required for the Fibre Service which are not a part of our Agreement will be at your sole responsibility and cost.

6. LIMITATIONS OF FIBRE SERVICE

- 6.1 You acknowledge that:
 - (a) the Fibre Service can only be delivered to Premises that have the required Network Termination Device installed. Any installation of a Network Termination Device or cabling from the Network Termination Device to the location within your

Premises where you will use the Fibre Service is your responsibility and you may incur charges for the installation, maintenance, repair or any other work required in respect of such cabling;

- (b) to the extent permitted by law, we do not warrant, and have not represented, that the Fibre Service is or will be free of errors, defects or interruptions, nor that it will be available at all times. You acknowledge that there will be variations in capacity and quality of service and you acknowledge that regardless of any faults or interruptions, you are responsible to maintain your monthly commitments;
- (c) if a fault, error, defect or interruption to the Fibre Service is caused by Equipment or the premises at which you nominate in your Application, then we will charge you a fee for service at the rate set out in our Schedule of Fees and Charges;
- (d) you will direct all services and performance enquiries related to the Service to us. Furthermore, prior to lodging a fault, Adam Internet will conduct a Fibre Service fault checklist that you must confirm with us at lodgement. Should a fault be found to be related to this checklist (i.e. customer error) a 'fault lodgement fee' as set out in our Schedule of Fees and Charges will apply;
- (e) without excluding any warranties implied by law into this Agreement, whilst we will act in your best interest to provide an effective service, no guarantee is offered in respect of the time to provision services, detecting faults, or to repair or restore a Fibre Service which develops a fault. However, in certain circumstances you will be entitled to claim a pro-rata refund of Fees applicable to the period of an Interruption, in accordance with clause 15.3 of our Standard Form of Agreement;
- (f) the Fibre Service may rely upon the operation of third party networks operated by third party carriers and we are unable to guarantee the operation of or the use of the Fibre Service through third party supplier networks. Any failure of the Fibre Service caused by a third party network or third party service is beyond our control, and we will not be responsible to, or liable to you, for any such failures other than as described in clause 15 of our Standard Form of Agreement; and
- (g) subject to your rights under clause 3.4 of our Standard Form of Agreement, we may:
 - (i) limit the performance of the Fibre Service from time to time;
 - (ii) effect Network Prioritisation;
 - (iii) cease or interrupt the service to troubleshoot or conduct maintenance or upgrade the network or infrastructure through which the Fibre Service is provided; or
 - (iv) update our Network which may require you to update your Equipment at your cost to continue to receive your Fibre Service.

7. USE OF FIBRE SERVICES

7.1 You expressly acknowledge and agree that:

- (a) your use of the Fibre Services is subject to our Acceptable Use Policy;

- (b) upon reaching your allocated data allowance (if applicable) in accordance with your Fibre Service Plan, we will implement Shaped Services. This Shaping will occur across our entire Network, based on Network Prioritisation;
- (c) any data supplied over and above the monthly data allowance in your Fibre Service Plan shall be considered as 'free added value' and does not carry with it any monetary value nor an obligation to maintain, increase or otherwise define its scope, amount or duration. Any changes to the 'free added value' shall be notified via an announcement on our website and the change effected 21 days later;
- (d) you must adopt appropriate measures to ensure the security of your account information, password and your data and advise us in a timely manner if you have reason to suspect that the Fibre Service is being used contrary to our Agreement;
- (e) you warrant that you are the same end user to which your Application for Fibre Services relates or that you have obtained authority of that person;
- (f) your Fibre Service is not a portable service. Your Fibre Service will be automatically cancelled if you move to another location and a disconnection and / or reconnection fee may apply, as set out in the Schedule of Fees and Charges;
- (g) notwithstanding clause 7.1(f):
 - (i) in the event you relocate to another location and you require a new Fibre Service, we cannot guarantee reconnection unless your new location is within an area that has the Fibre Service available and there is a Network Termination Device installed at the Premises. If your new location is capable of receiving a Fibre Service we will reconnect your Fibre Service at that location and waive any applicable early termination fee, subject to you paying us a relocation fee as set out in the Schedule of Fees and Charges.
 - (ii) if you relocate to a location that does not have access to a Fibre Service, or does not have a Network Termination Device or you elect not to acquire a service from us at your new location, your Agreement with us will terminate. If this occurs during a Fixed Term, you will be liable to pay an early termination fee as set out in the Schedule of Fees and Charges;
- (h) any stated transmission speeds for Fibre Services refer to the maximum theoretical throughput speed under ideal conditions;
- (i) customers applying for the Fibre Services 25000k/2000k, 50000k/4000k or 100000k/8000k may achieve these speeds. Different speeds may be obtained at different times. The Fibre Service speed may be affected by the internal wiring of your Premises, service faults, peak use of our Network and limitations on the attainable speed based on your modem hardware and software.
- (j) tools provided to you by us to monitor your usage or any other services that we may choose to provide you from time to time are a guide only and must not be relied upon as a commitment or authoritative in nature;
- (k) you acknowledge that should you default on your scheduled monthly payment, a late fee as detailed in our Schedule of Fees and Charges will be charged and if we are unable to secure a suitable payment, your Service will be restricted without further notice;

- (l) should your account remain unpaid after 7 days your Service will be suspended. Should your account remain unpaid after 28 days your Service will be disconnected; and
- (m) debt recovery services will be used to recover any outstanding amount from you which will incur a fee as detailed in our Schedule of Fees and Charges. You acknowledge that you will be liable for any financial institution charges and collection fees, including but not limited to solicitors' costs or fees associated with any collection agent appointed by Adam Internet.

8. NETWORK ACCESS AND TRANSFERS

- 8.1 In the event you elect to switch to another internet service provider, we do not guarantee nor necessarily support a transfer of your Service to that other internet service provider.
- 8.2 If you decide to transfer to another internet service provider we, upon notice of this transfer from a third party provider, take this as written notification of your wish to terminate our Agreement and any remaining Fees will be charged at this time.
- 8.3 If you have selected a Fibre Service Plan and you terminate our Agreement within six (6) months of the commencement date your connection will be subject to an early disconnection fee as set out in our Schedule of Fees and Charges.
- 8.4 If you have selected a Fibre Service Plan and you terminate our Agreement during the Minimum Term of your Fibre Service Plan your termination may be subject to an exit fee as set out in our Schedule of Fees and Charges.
- 8.5 Data is calculated in accordance with your Application.
- 8.6 We provide a 'value guarantee' that preserves the value of your Internet Service throughout the term of your contract. For an administration fee or contract extension (detailed in our Schedule of Fees and Charges) you will have the opportunity to upgrade your plan when we change our plan offerings. This does not apply to plans that are specified as only being available to new customers.
- 8.7 Adam Internet provides the ability to purchase Data Blocks to 'top-up' the data allowance of your Fibre Service Plan. Data Blocks will expire at the end of the billing month they are purchased in and will not carry forward to the next month.
- 8.8 If you have selected a Fibre Service Plan and your Premises does not currently have a Network Termination Device, Adam Internet will be unable to supply the service until a Network Termination Device is installed. In addition, if the Premises does not have Fibre connection we cannot provide a Fibre Service until a connection is completed.

9. TERMINATION OF SERVICE

In order to terminate your service you must provide notice of this intent before the next billing cycle or 7 business days, whichever is greater. You will be responsible for all charges during this notice period. If you are in contract you may be required to pay an exit fee as detailed in our Schedule of Fees and Charges.

10. FEES

We will charge you for Fibre Services at the rates for the Fibre Service Plan as set out in our Schedule of Fees and Charges.