

CONDITIONS OF SERVICE - NBN SERVICES

1. ABOUT

These Conditions of Service apply to all NBN Services. These Conditions of Service form part of our Standard Form of Agreement found at www.adam.com.au/legal. Your Application and NBN Service Plan also contain terms and conditions about the particular NBN Service selected by you.

2. APPLICATION

You acknowledge and agree that the NBN Service is subject to availability and may depend on successful completion of a service qualification check and/or be subject to installation feasibility. You acknowledge and agree that we are not obliged to accept your Application, and we may refuse to do so in our absolute discretion.

3. DEFINITIONS

In these Conditions of Service, the following definitions apply, unless the context requires otherwise. Any capitalised terms that are not defined in these Conditions of Service are as defined in our Standard Form of Agreement unless the context requires otherwise.

Agreement or our Agreement	means the agreement between you and us for the NBN Services, comprising the terms stated in your Application form, the Standard Form of Agreement, these Conditions of Service, the NBN Service Plan 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 NBN Service Plan.
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 NBN Service Plan.
NBN Co	has the same meaning as in the <i>National Broadband Network Companies Act 2011 (Cth)</i> .

NBN Equipment	means the equipment installed at your premises by or on behalf of NBN Co which in the case of an NBN Fibre Service includes the fibre lead in cable, the Network Termination Device, Power Supply Unit and Premises Connection Device; and in the case of an NBN Fixed Wireless Service includes the Network Termination Device and Outdoor Antenna.
NBN Fibre Service	means an NBN Service supplied using a fibre optic customer access network that forms part of the NBN Network.
NBN Fixed Wireless Service	means an NBN Service supplied using a fixed wireless customer access network that forms part of the NBN Network.
NBN Network	means the fibre optic and fixed wireless customer access networks that are operated by NBN Co.
NBN Service	The NBN Service is a VoIP Service and/or a broadband Internet service using a UNI-D port on the Network Termination Device that is provided using the NBN Network
NBN Service Plan	means the plan for the particular NBN Service selected by you in your Application.
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 network termination device located at your Premises which allows the NBN Network to terminate for distribution at your Premises.
Our 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.
Outdoor Antenna	means an antenna device that is required to be installed in order to receive the NBN Fixed Wireless Service.
Power Supply Unit	means the power supply unit that is required to be installed in order to receive the NBN Fibre Service.
Premises	means the location where you intend to use the NBN Service.
Premises Connection Device	means a box that is installed on the outside of a premises which is connected to the Network Termination Device.

Priority Assistance	has the same meaning as in ACIF C609:2007 Priority Assistance for life-threatening medical conditions code.
Related Body Corporate	has the same meaning as in the <i>Corporations Act 2001(Cth)</i> .
Shaped Services or Shaping	means the controlled reduction in speed of a NBN Service.
VoIP Service	means a telephone service supplied using the UNI-V port on the Network Termination Device.
we, our or us	means Adam Internet Pty Ltd.
you or your	means the current account holder for the NBN Service.
Your Equipment	means any equipment used by you in connection with the NBN Service that is not NBN Equipment or Service Equipment

4. COMMENCEMENT OF NBN SERVICE

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

5. NBN SERVICE PLAN

During the Term, and provided that you are not in default of your obligations set out in our Agreement, we will provide the NBN Service to you in accordance with the NBN Service Plan you have selected in your Application including the contract term, subject to the terms of our Agreement.

6. INSTALLATION OF NBN EQUIPMENT

6.1 In order to receive the NBN Service, it is necessary for NBN Equipment to be installed at the Premises.

6.2 If the NBN Equipment has not already been installed at the Premises, it will be necessary for us to make an appointment with you to allow the installation of the NBN Equipment to take place. Either you or a person over 18 years old that you have nominated in advance must be present at the Premises throughout the installation. If you cancel the appointment without providing at least 48 hours' notice or you, or the

adult person you have nominated to be present, are not present at the appointment time, a Change or Missed Appointment Fee (NBN) as set out in our Schedule of Fees and Charge may apply. We may reschedule the appointment on providing reasonable notice or where the installer reasonably determines that attending the appointment at the scheduled time would cause a risk to health and safety or the weather conditions prevent the installer from being able to attend the appointment.

- 6.3 If the installation is a standard installation, the installation will be done without charge to you. If the installation is a non-standard installation, charges will apply. The installer will provide you with a quote for any applicable charges before proceeding with the installation.
- 6.4 Further information about the installation process can be found in the publications: 'Preparing for the NBN Fibre Connections' and 'Preparing for the NBN Fixed Wireless Connections' which are available on the NBN Co website at: www.nbnco.com.au.

7. USE, MAINTENANCE AND STORAGE OF NBN EQUIPMENT

- 7.1 You agree that you will comply with any instructions provided to you by us or NBN Co regarding the use, maintenance and storage of NBN Equipment including any instructions contained in any instruction manuals or documentation relating to the NBN Equipment that is provided to you by us or NBN Co. In addition, you agree that you will:
- (a) ensure that the NBN Equipment is kept free from moisture and dampness and kept within a temperature range of 0 – 40°C and a relative humidity range of 0 – 95%;
 - (b) not connect the NBN Equipment to any unauthorised power supply;
 - (c) only use the NBN Equipment to the extent that specific features of the NBN Equipment are supported by NBN Co as specified in the relevant equipment specifications;
 - (d) not connect any cabling to the NBN Equipment that has not been installed in accordance with applicable technical specifications, Australian standards and regulation;
 - (e) not damage, cover (e.g. by paint) or enclose the NBN Equipment or affix labelling on the NBN Equipment;
 - (f) not, move, relocate, rearrange or remove the NBN Equipment unless authorised by us or NBN Co;
 - (g) not remove or tamper with any labelling on the NBN Equipment;
 - (h) not dispose of the NBN Equipment unless authorised to do so by us or NBN Co;
 - (i) not disconnect the NBN Equipment from any other NBN Equipment (e.g. through the removal or disconnection of the optical connector from the NBN Equipment, or the power cable from the NBN Equipment, other than as instructed by NBN Co in writing); and
 - (j) not dismantle or have unauthorised maintenance performed on the NBN Equipment.

8. ACCESS TO PREMISES

- 8.1 You agree that you will allow us (or any other person nominated by us, including NBN Co personnel or contractors) safe and timely access to the Premises when required:
- (a) to supply the NBN Service to you, including the installation of NBN Equipment;
 - (b) to deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, or perform any other work on or in relation to part of the NBN Network or any third party network; or
 - (c) for any other reasonable purpose.
- 8.2 You agree that you or another adult nominated by you will be present at the Premises while we or NBN Co are carrying out any work as specified in clause 8.1.
- 8.3 You agree that if you are not the owner of the Premises, you will obtain the consent of the owner of the Premises for any work to be carried out at the Premises as specified in clause 8.1.

9. EQUIPMENT

- 9.1 Depending on the NBN Service Plan selected, we may offer to provide Service Equipment you may need to obtain the NBN Service.
- 9.2 Except for any NBN Equipment or Service Equipment, you will be responsible for obtaining all other equipment that is necessary for you to use the NBN Service.

10. USE OF EQUIPMENT

- 10.1 You agree that you will not use any equipment in connection with the NBN Service unless it is lawful for you to do so and that equipment:
- (a) complies with any relevant regulatory approvals relating to equipment for use in conjunction with Australian telecommunications networks and is compatible with the NBN Service;
 - (b) is not used for any purpose for which the equipment was not intended by the manufacturer of the equipment to be used or which use would be contrary to Law; and
 - (c) is in good repair and working condition.
- 10.2 Upon receiving notice from us, you must immediately disconnect or deactivate any equipment that you are using in connection with the NBN Service that in our reasonable opinion is:
- (a) damaging, interfering with, degrading or deteriorating the operation or performance of the NBN Network or related networks or the supply of services to other customers using those networks; or
 - (b) incompatible with the NBN Network or related networks.

11. LIMITATIONS OF NBN SERVICE

- 11.1 You acknowledge and agree that:

- (a) We do not offer Priority Assistance as part of our NBN Services.
- (b) the NBN Service requires mains power to operate in the ordinary course, in particular:
 - (i) the NBN Fixed Wireless Service is dependent on an uninterrupted power supply and will not function during a power outage; and
 - (ii) where your NBN Fibre Service includes a Standard Voice Service the Power Supply Unit will provide up to four hours of battery back-up to allow the Standard Voice Service to function without mains power, provided that the batteries are fully charged and the Power Supply Unit is in full working order. You are responsible for any replacement batteries that may be required.
- (c) the NBN Service may not be compatible with certain products or equipment, for example certain PBX devices, fax machines or back to base alarm systems;
- (d) the NBN Service can only be delivered to Premises that have the required NBN Equipment installed. Any installation of cabling from the Network Termination Device to the location within your Premises where you will use the NBN Service is your responsibility and you may incur charges for the installation, maintenance, repair or any other work required in respect of such cabling;
- (e) to the extent permitted by law, we do not warrant, and have not represented, that the NBN 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;
- (f) if a fault, error, defect or interruption to the NBN Service is caused by Your Equipment or anything related to or occurring at the Premises, then we will charge you a Fee for Service at the rate set out in our Schedule of Fees and Charges;
- (g) you will direct all services and performance enquiries related to the Service to us and not to NBN Co. Furthermore, prior to lodging a fault, Adam Internet will conduct a NBN Service fault checklist that you must confirm with us at lodgement.;
- (h) 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 NBN 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;
- (i) the NBN Service relies on the operation of networks operated by third party carriers including NBN Co and we are unable to guarantee the operation of or the use of the NBN Service through third party supplier networks. Any failure of the NBN 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

- (j) subject to your rights under clause 3.4 of our Standard Form of Agreement, we or NBN Co may:
 - (i) limit the performance of the NBN 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 NBN Service is provided; or
 - (iv) update network infrastructure which may require you to update Your Equipment at your cost to continue to receive your NBN Service.

12. USE OF NBN SERVICES

12.1 You acknowledge and agree that:

- (a) your use of the NBN Services is subject to our Acceptable Use Policy;
- (b) upon reaching your allocated data allowance (if applicable) in accordance with your NBN 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 NBN 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 NBN Service is being used contrary to our Agreement;
- (e) you warrant that you are the same end user to which your Application for NBN Services relates or that you have obtained authority of that person;
- (f) your NBN Service is not a portable service. Your NBN 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 12.1(f):
 - (i) in the event you relocate to another location and you require a new NBN Service, we cannot guarantee reconnection unless your new location is within an area that has the NBN Service available and there is NBN Co Equipment installed at the Premises. If your new location is capable of receiving a NBN Service we will reconnect your NBN 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 NBN Service, or does not have a NBN Equipment installed 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 NBN Services refer to the maximum theoretical throughput speed under ideal conditions;
- (i) customers applying for the NBN Services 25000k/2000k, 50000k/4000k or 100000k/8000k may achieve these speeds. Different speeds may be obtained at different times. The NBN Service speed may be affected by the internal wiring of your Premises, service faults, peak use of our Network or the NBN 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 may 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.

13. NETWORK ACCESS AND TRANSFERS

- 13.1 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.
- 13.2 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.
- 13.3 If you have selected an NBN Service Plan and you terminate our Agreement during the Minimum Term of your NBN Service Plan your termination may be subject to an exit fee as set out in our Schedule of Fees and Charges.
- 13.4 Data is calculated in accordance with your Application.
- 13.5 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.
- 13.6 Adam Internet provides the ability to purchase Data Blocks to 'top-up' the data allowance of your NBN 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.

14. TERMINATION OF SERVICE BY YOU

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 still within the minimum period of our Agreement you may be required to pay an Exit Fee as detailed in our Schedule of Fees and Charges.

15. RELATIONSHIP WITH NBN CO

- 15.1 You acknowledge that supply of the NBN Service to you is dependent on us being supplied with wholesale services by NBN Co. You agree that on providing reasonable written notice to you, we may cease to provide the NBN Service to you if NBN Co ceases to provide wholesale services to us. You agree that you will comply with any reasonable instructions from us or from NBN Co relating to the disconnection of your Service from the NBN Network.
- 15.2 You acknowledge that your NBN Service is provided to you by us and not by NBN Co and you do not have any contractual relationship with NBN Co.
- 15.3 You agree that in addition to the limitation of liability provisions contained in the Standard Form of Agreement, the limitation of liability shall be extended (to the extent permitted by law) to exclude all liability of NBN Co, its Related Bodies Corporate and each of their respective personnel, arising from or in connection with the NBN Service.

16. FEES

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