

# NBN Service Description

## NBN Service Description

### 1. ABOUT THE SERVICE

This Service Description applies to our provision to you of internet connectivity via any of the following nbn<sup>TM</sup> Services, (each of which are referred to as a 'Service'):

- (a) the nbn<sup>TM</sup> Fibre to the Premises (FTTP) Service;
- (b) the nbn<sup>TM</sup> Fibre to the Building or Fibre to the Node (FTTB/FTTN) Service;
- (c) the nbn<sup>TM</sup> Hybrid Fibre-Coaxial (HFC) Service;
- (d) the nbn<sup>TM</sup> Fixed Wireless Service.

### 2. APPLICABLE TERMS AND CONDITIONS

This Service Description forms part of our Agreement, in conjunction with:

- (a) your Application;
- (b) the General Terms;
- (c) our Acceptable Use Policy; and
- (d) the Payment Schedule.

### 3. INTERPRETATION AND DEFINITIONS

#### 3.1 Interpretation

- (a) Subject to Clause 3.1(b) the rules of interpretation used in the General Terms apply to this Service Description.
- (b) Unless otherwise stated, a reference in this Service Description to a clause is a reference to a clause of this Service Description.

#### 3.2 Definitions

Any capitalised terms used in this Service Description are as defined in this Clause 3.2, or, where not defined in this Clause 3.2, as defined in any of the documents listed in Clause 2.

In this Service Description:

**Bundling Discounts:** means any applicable price discounts or data allowances that result from obtaining a Related Service from us.

**Connecting Cable:** means, in relation to the nbn<sup>TM</sup> FTTN Service, the copper or aluminium based line which connects from a PCD or building entry point to the Telecommunications Outlet or Passive NTD.

**Jumper Cable:** means a pair of twisted insulated conductors that connects from nbn Co's side of the main distribution frame to your side of the main distribution frame in an MDU.

**LAN:** means local area network and is a network of connected computers that are in a limited geographic area.

**Lead-In:** means a line that connects, or is intended to connect, an nbn<sup>TM</sup> service to the Network Boundary Point at your Premises.

**MDU:** means a site with a main distribution frame which comprises one or more premises in a single location.

**Modem:** means a device that sends and receives data, such as internet traffic, across a network to provide internet access.

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**National Broadband Network or nbn:** means the network operated by nbn Co which is intended to provide all premises in Australia with access to a broadband Internet service through fixed line, wireless or satellite technologies.

**nbn Co:** means nbn Co Limited ABN 86 136 533 741.

**New Development Fee:** means a fee applied for all nbn Co branded connections at new developments. A new development includes (but is not limited to) the following situations:

- (a) the number of dwellings on a plot of land is increased; or
- (b) a building is demolished and rebuilt; or
- (c) a new estate is established, and new Lead-Ins are required to supply the Service.

**NTD:** means a network termination device that is a demarcation point between a carrier's network and customer cabling or equipment.

**Passive NTD:** means a passive or non-powered device:

- (a) provided by a carrier to establish a demarcation point between the carrier's network and customer cabling / equipment; and
- (b) permanently marked at manufacture with the words 'Network Termination Device' or the letters 'NTD'.

**PCD:** means a 'Premises Connection Device' which is used to establish a connectivity point between the street cable and the cabling in your Premises between the PCD and the NTD.

**Phone Line:** means your nominated telephone line used to deliver the Service.

**Premises:** means the location where the Service is to be provided, as specified in your Application.

**PSU:** means a 'Power Supply Unit'.

**Related Service:** means any other service we supply to you, where we give you a discount on the combined cost of acquiring that service together with the Service provided under this Service Description.

**Required Equipment:** means:

- (a) a Modem which connects to your computer; and
- (b) any additional equipment that may be required for your particular computer requirements.

**Software:** means the software supplied by us for use with the Service (including software such as browsers and email programs), and includes the software used to install the Service on your computer, as updated from time to time.

**System Requirements:** means the pre-requisite computer hardware and operating systems Software required for installation and customer support as specified on our Website or otherwise notified to you at the time of making your Application.

**Telecommunications Outlet:** means the first accessible point your Premises at which Required Equipment can be terminated and connected to a copper pair for the transmission of an nbn<sup>TM</sup> FTTB/FTTN Service.

## 4. AVAILABILITY AND INSTALLATION

### 4.1 Availability

- (a) Each Service is only available within the relevant nbn<sup>TM</sup> service area applicable to that Service (i.e. the FTTP, FTTB/FTTN, HFC or Fixed Wireless Service area, as applicable). All nbn<sup>TM</sup> Services are subject to availability and provisioning feasibility. We may refuse to provision an nbn<sup>TM</sup> Service in our absolute discretion.
- (b) In order to be able to receive the nbn<sup>TM</sup> Service:
  - (i) your Premises must be connected to the relevant nbn<sup>TM</sup> access network;
  - (ii) you must meet all of our System Requirements;

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- (iii) the nbn Co equipment must be installed by nbn Co or a nbn Co approved installer;
- (iv) if using multiple devices, you will require an nbn™ ready router; and
- (v) you will require an nbn™ ready Modem. (You can either purchase the Modem from us or bring your own device. However, for the FTTB/FTTN Service, the Modem must be certified for use on the nbn™ FTTB/FTTN network).

## 4.2 Installation and Special Installation Requirements

- (a) In order to receive the nbn™ Service, your Premises will need to be connected to the relevant nbn™ access network (unless it is already connected). Standard installations are done without charge to you. Installations that are not standard may require you to pay charges. A description of what constitutes a standard installation for each different nbn™ Service type is set out in clause 5 below (with further information on installations available on our Website).
- (b) If you have any special or non-standard installation requirements, you must ensure that you discuss them clearly with the installation technician. Non-standard installation tasks include but are not limited to:
  - (i) where the installation is unusual, complex, difficult, or there are safety issues during the installation;
  - (ii) the installation is to a point that is not the closest and most direct path from the street (for FTTB and HFC);
  - (iii) using undergrounding cabling from the street to your Premises where aerial cabling would normally be used (for FTTB and HFC);
  - (iv) the installation requires a Lead-In or Connecting Cable that is beyond the length that nbn Co deems is a standard installation (for FTTB/FTTN);
  - (v) where the installation requires “in roof” work. (This will automatically trigger the need for a non-standard installation due to the inherent safety risks involved and nbn Co will not guarantee that “in roof” work will be undertaken).
- (c) Your preferences may not be suitable if technical requirements are not met. It is your right to decide where the nbn Co equipment is installed, but additional cabling work may increase costs and/or timeframes of your installation. Additional cabling work may require a third party if the work is not within nbn Co’s responsibilities.

## 4.3 Customer cabling and third party services

- (a) You may need new cabling to connect the location of the NTD to where you intend to use the Service (or other services connected to the NTD). This cabling is not provided as part of the nbn™ Service and is your responsibility. This cabling is subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006) and you will need to arrange and pay for the services of an ACMA licensed cabler to install this cabling.
- (b) You should consider all your future cabling needs (e.g. for a telephone service), as well as the immediate requirement for an Ethernet connection point at a suitable place inside your Premises.
- (c) Where wiring does not exist or you have a fault with your wiring, you can arrange for your own contractor to perform the work required to install or fix this wiring. Alternatively, after service activation you may lodge a fault with us and we will arrange a technician to attend your premises (you must be at the premises as required at the time the technician attends the premises to fix the fault). The technician will quote you a fee for service based on any work required.
- (d) You will be responsible for the cost of any third party services that may be required in relation to the installation of the Service to the Premises (for example an electrician or licensed cabler).

## 4.4 Installation Appointments

- (a) You are responsible for ensuring that you (or an adult authorised by you) are at your Premises for the installation appointment to:
  - (i) provide access to your Premises for the installation work;
  - (ii) approve the final location of the installation; and
  - (iii) approve any additional charges for non-standard installation tasks (if applicable).

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(b) You acknowledge and agree that:

- (i) if you need to reschedule the installation appointment you must give us at least three Business Days' notice, and that fees may apply for missed appointments;
- (ii) you are responsible for any additional charges due to a non-standard installation. You will be provided with a quote for any such charges;
- (iii) you will notify the nbn Co technician if any of the following might affect your installation:
  - (1) any heritage requirements or restrictions;
  - (2) any known or suspected asbestos (commonly used before the 1980s); or
  - (3) any recent pest treatments.

### 4.5 Access to your premises

(a) You agree that you will allow us (or any other person nominated by us, including nbn Co) safe, efficient and timely access to your Premises when required:

- (i) to supply the service to you or any other customer;
- (ii) to deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, disconnect, remove or perform any other work on or in relation to part of the National Broadband Network or any third party network; or
- (iii) for any other reasonable purpose, for as long as the service is provided to you, and for a reasonable period thereafter as reasonably requested by us or our supplier.

(b) You agree that:

- (i) you will, upon request, provide any further written consent in a form reasonably required by us in relation to such access; and
- (ii) if you do not control the premises, you will promptly arrange any written consents for access required under this clause.
- (iii) If you are not the owner of your Premises, you must obtain the owner's consent for the nbn™ Equipment to be installed. You agree that the installation of the nbn™ Equipment at the Premises is on the basis of the request that you have made to us and that we have relied upon your authority to make this request. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us relating to our entering the Premises or installing or maintaining any equipment at the Premises pursuant to your request for us to do so.

### 4.6 Neighbouring property consent

For FTTP and HFC Services, you acknowledge and agree that where an aerial fibre drop cable will cross a neighbouring property to reach your Premises:

- (a) consent needs to be obtained from the owner of the neighbouring property;
- (b) nbn Co will, through its contractors, attempt to obtain the consent and in the event the neighbour's consent cannot be obtained, nbn Co will attempt to find alternative means of connecting your Premises, whenever possible; and
- (c) the process of identifying the owner of the neighbouring property and obtaining their consent may take time and delay the final activation of your nbn™ Service.

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## 5. STANDARD INSTALLATIONS FOR DIFFERENT NBN SERVICE TYPES

### 5.1 NBN FTTT Service - Standard Installations

Subject to any changes in nbn Co's installation practices, a standard FTTT installation includes:

- (a) the installation of the Premises Connection Device (PCD) on the outside of your Premises;
- (b) the drilling of a small hole through the wall of your Premises to feed the cable from the PCD through into a wall plate that will be installed inside the Premises. A cable will be run from there to the Network Termination Device (NTD).
- (c) the connection of the Power Supply Unit (PSU) into the nearest standard 240V power point to where the NTD is located (this should be in the same building, within 1.5 metres, and cannot be an extension cord or power board);
- (d) the connection of a 12V power supply cable from the PSU to the NTD (which should be within 1.5 metres of the PSU). The provision of the power supply is your responsibility;
- (e) the location of the PSU and NTD must be:
  - (i) a cool, dry and ventilated area with no sinks or water outlets; and
  - (ii) away from busy areas which might cause the unit to be knocked or damaged.

### 5.2 NBN FTTB/FTTN Service - Standard Installations

- (a) Subject to any changes in nbn Co's installation practices, a standard FTTB/FTTN installation (where relevant) includes:
  - (i) if your Premises is an MDU, the installation of a Jumper Cable;
  - (ii) if your Premises is not an MDU, the installation of a Lead-In and a Telecommunications Outlet or Passive NTD;
  - (iii) in all cases, any other equipment which nbn Co considers is required.
- (b) Tasks not within nbn Co's responsibilities include, but are not limited to:
  - (i) if your Premises is an MDU, the installation requires building wiring on your side of the main distribution frame;
  - (ii) if your Premises is not an MDU, there is not suitable trenching or conduit to install the Lead-In.

### 5.3 NBN HFC Service - Standard Installations

Subject to any changes in nbn Co's installation practices, a standard HFC installation includes:

- (a) The installation of the Premises Connection Device (PCD) on the outside of your Premises.
- (b) The drilling of a small hole through the wall of your Premises to feed the cable from the PCD through into a wall plate that will be installed inside the Premises. A cable will be run from there to the Network Termination Device (NTD).
- (c) The connection of the power supply unit (PSU) into the nearest standard 240V power point to where the NTD is located (this should be within 1.5 metres, and cannot be an extension cord or power board).
- (d) The connection of a 12V power supply cable from the PSU to the NTD (which should be within 1.5 metres of the PSU). The provision of the power supply is your responsibility. The location of the PSU and NTD must be:
  - (i) a cool, dry and ventilated area with no sinks or water outlets; and
  - (ii) away from busy areas which might cause the unit to be knocked or damaged.
- (e) If an existing pay tv service or HFC cable service is provided via an existing HFC cable wall plate;
  - (i) nbn Co will connect the new nbn™ HFC service to the existing wall plate; and
  - (ii) an HFC RF Splitter will be installed to permit continued operation of the existing pay tv or HFC cable service.

### 5.4 Fixed Wireless Service - Standard Installations

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Subject to any changes in nbn Co's installation practices, a standard Fixed Wireless installation includes:

- (a) The installation of an outdoor antenna unit on the outside of your Premises.
- (b) The installation of a Wireless Network Termination Device inside your Premises.
- (c) Connection of an Ethernet cable from the Wireless outdoor antenna unit, via a wall plate to the Wireless Network Termination Device.
- (d) The connection of the Wireless Network Termination Device to a 'plug pack' power supply unit, connected to the nearest standard 240V power point to where NTD is located.
- (e) You are responsible for providing an internal domestic AC 240V 10A socket-outlet in a suitable location for the installation.

## 6. SERVICE ACTIVATION AND DELIVERY OF HARDWARE

- (a) We will notify you of Service Commencement Date via the email address provided on your Application or via SMS to the mobile number provided on your Application.
- (b) We will endeavour to deliver any Hardware purchased promptly after approval of your Application.
- (c) You acknowledge that we may activate the nbn™ Service before delivering the Hardware.
- (d) If you notify us that your Hardware contains faulty components, you must give us sufficient information to assess the Hardware including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Payment Schedule).

## 7. IMPORTANT CONSIDERATIONS APPLICABLE TO SOME SERVICE TYPES

### 7.1 No Battery Backup

There is no option of battery backup for FTTB/FTTN, HFC or Fixed Wireless Services. Whilst some service providers do offer customers the option of acquiring battery backup for FTTP Services, [CommTel](#) does not offer this option.

Accordingly, you acknowledge that:

- (a) during a power outage your [CommTel](#) Data services will be affected; and
- (b) the [CommTel](#) Voice Service will not operate at all in a power outage as it relies on the [CommTel](#) Data service to be operational. This means the [CommTel](#) Voice Service cannot be used to make or receive telephone calls (including calls to emergency service numbers like 000) during a power outage.

### 7.2 Voice band continuity

- (a) FTTP, HFC and Fixed Wireless Services support voice band continuity which means that, after your nbn™ Service is connected, you can continue using your existing PSTN service and landline numbers until the copper network in your area is disconnected.
- (b) You acknowledge that the FTTB/FTTN Service does not support voice band continuity. Unless the FTTB/FTTN Service is supplied over a separate line to your existing service, the supply of the FTTB/FTTN Service will involve the disconnection of your existing service. This means that you will lose the ability to use a PSTN voice service to make and receive phone calls (including emergency and medical priority services) and you will lose your existing landline phone number. By agreeing to proceed with the nbn™ FTTB/FTTN order, you agree to forfeit any existing landline number. This is important, these numbers are not recoverable and [CommTel](#) is not liable for loss of these numbers.

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## 8. USE OF THE SERVICE

### 8.1 Using the Service

- (a) We will provide you with an IP address to use to connect to the Service. This IP address remains our property and may change from time to time without any notification to you. Your IP address may be shared with multiple end users. Unless we offer you a static IP address and you accept the terms of that offer, you must not configure your device to connect to the Service using a static IP address.
- (b) You acknowledge and agree:
  - (i) to comply with, and to ensure that others who use the Service through your account comply with, our Acceptable Use Policy;
  - (ii) to ensure that any third party software you use with the Service is properly licensed;
  - (iii) we may monitor use of the Service to investigate any breach, or suspected breach of our Agreement or if required by Law. We are entitled to investigate any misuse of the Service such as any breach of the Acceptable Use Policy and may involve police or other law enforcement agencies in doing so; and
  - (iv) if we find that you have misused the Service we may recover from you any costs of investigating that misuse. If your misuse causes loss to another user and we are required to pay compensation to that user, we may require you to reimburse us.
- (c) You must not:
  - (i) resell, share or otherwise distribute the Service (or any part of the Service) to any third party without our prior written consent;
  - (ii) run or provide network services to others via the Service; or
  - (iii) use the equipment provided to you by us with any other service provider.
- (d) You may connect a LAN to the service for private use, however the set-up and configuration of a LAN is not supported by any customer service we provide for the Service.

### 8.2 Excess Usage

You acknowledge and agree:

- (a) some plans have a usage allowance. If your Service has a usage allowance and you exceed the monthly usage quota for the Service [your connection speed will be Shaped] OR [we may charge you for any data usage over and above your usage allowance] OR [we may restrict your ability to use the Service until you purchase more data] until the commencement of the next monthly billing cycle;
- (b) unless we specify otherwise both uploads and downloads count towards your monthly usage allowance;
- (c) your usage is reset to zero at the start of the new billing cycle each month, and any usage allowance left over from the previous month is not rolled over to the next month.

### 8.3 Data Packs

You may purchase additional quota for your nbn<sup>TM</sup> Fibre Service plan, your nbn<sup>TM</sup> FTTB/FTTN Service plan, your nbn<sup>TM</sup> HFC Service plan or your nbn<sup>TM</sup> Fixed Wireless plan by adding a Data Pack as outlined in the Payment Schedule. Quota is added to either period (On Peak or Off Peak.) Any unused allowance in your Data Pack in any Billing Month cannot be rolled over into subsequent Billing Months.

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## 8.4 Content

We do not exercise any control over, authorise or make any warranty regarding:

- (a) your right or ability to use, access or transmit any content using the Service;
- (b) the accuracy or completeness of any content which you may use, access or transmit using the Service;
- (c) the consequences of you using, accessing or transmitting any content using the Service, including without limitation any virus or other harmful software; and
- (d) any charges which a third party may impose on you in connection with their services accessed via the Service.

## 8.5 Monitoring Services

- (a) If you wish to use the Service in conjunction with a Monitoring Service, you may need to install additional equipment (at your own cost) to be able to receive the Service.
- (b) Installation and operation of a Monitoring Service may cause temporary disruption to the Service.
- (c) It is your responsibility to check that the Monitoring Service is working following the installation or transfer of the Service.
- (d) To the extent permitted by law, we will not be responsible for any loss that you may suffer as a result of any Monitoring Service failing to work following the installation or transfer of the Service.

## 8.6 Required Equipment

- (a) If we provide you with any of the Required Equipment, risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.
- (b) If we do not supply any or all of the Required Equipment to you, you will need to supply all (or the remainder) of the Required Equipment before we can supply the Service to you.
- (c) If you choose to supply some or all of the Required Equipment yourself for use with the Service, the operation of such equipment and any repairs to it will be your responsibility.
- (d) Where we supply you a Modem, we may manage this Modem remotely to configure your specific settings and apply relevant firmware upgrades via our servers.

## 8.7 NBN Co Equipment

- (a) Except for customer premises equipment such as internal wiring or equipment that is installed beyond the Network Boundary Point, nbn Co owns the nbn™ Equipment. You agree that you will not do anything or authorise anything to be done which might affect the ownership of the nbn™ Equipment and that you will comply with all reasonable instructions of us or nbn Co to protect nbn Co's ownership of the nbn™ Equipment. You agree that without nbn Co's prior written agreement, you will not remove or obscure any identification marks on the nbn™ Equipment. You agree that the nbn™ Equipment will not be altered, repaired, serviced, removed, moved, accessed, tampered with or interfered with by any person who does not have the authority of us or nbn Co to do so.
- (b) You will not create (or attempt to create) any security interest, encumbrance, lien, charge or mortgage over the service or any part of the nbn™ Equipment.
- (c) You will not interfere with or damage the nbn™ Equipment and you will take all reasonable care of the nbn™ Equipment.
- (d) You are liable for any damage to or removal of the nbn™ Equipment, unless the damage or removal is caused by us or our contractors or nbn Co or its contractors.



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## 8.8 Your Equipment

- (a) You agree to ensure that any equipment used by you in connection with the Service:
  - (i) is approved for use in connection with Australian telecommunications networks;
  - (ii) is not used for any purpose other than the purposes for which it was approved; and
  - (iii) is maintained in good repair and working condition.
- (b) You acknowledge and agree that:
  - (i) equipment that functions on a copper network may not function on the nbn™;
  - (ii) we have no responsibility for your equipment (including telephone handsets, medical alarms, security alarms, EFTPOS machines, fax machines, TTY machines);
  - (iii) it is your responsibility to establish whether your equipment is compatible with your nbn™ Service and we accept no responsibility for establishing whether your equipment is compatible with your nbn™ Service. If you are in any doubt you should contact the supplier of your equipment;
  - (iv) we strongly recommend that you do not use any alarm devices, especially medical alarm devices, with an nbn™ service that does not have battery backup.

## 8.9 Software

- (a) Licence to use Software
  - (i) We may choose to provide the Software to you for use with the Service.
  - (ii) We grant to you a revocable, non-exclusive, non-transferable licence to use the Software subject to this Clause 8.9 and any user agreement provided with the software at the time of installation.
- (b) Restrictions on Use

Where we provide Software to you, you must:

  - (i) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service;
  - (ii) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer the Software or create any derivative works based on the Software or merge the Software with any other software, except as permitted under the Copyright Act 1968;
  - (iii) only use the Software in accordance with our reasonable directions from time to time;
  - (iv) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
  - (v) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
  - (vi) comply with the terms and conditions of any user agreement provided with the Software at the time of installation.
- (c) Termination of Software licence

Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

## 9. CHANGES TO THE SERVICE

Subject to any obligation we have under Clauses 3.8 to 3.10 of the General Terms, we may modify an aspect of the Service or the delivery of the Service if it is necessary to do so for the efficient operation of the network used to supply the Service. For example, we may apply controls to:

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- (a) prioritise internet traffic of certain types or users over others;
- (b) block or filter specific internet ports; or
- (c) limit the number of addresses for sending outgoing email.

## 10. SUSPENSION, CANCELLATION AND RELOCATION

### 10.1 Service suspension

The Services cannot be suspended by you as there is an on-going cost incurred in maintaining the connection with the Third Party Supplier's network that we will incur. Even if you are temporarily unable to use the Service, you must continue to pay the minimum monthly charge for so long as we continue to make the Service available to you.

### 10.2 Service cancellation

- (a) You and we may cancel the Service at any time in accordance with our Agreement.
- (b) If you cancel the Service during a contract period of a Fixed Term contract, then you may have to pay an Early Termination Fee.
- (c) If the Service is cancelled under the Agreement, you authorise us to delete any files, programs, data and email messages stored for your account.
- (d) If you cancel the Service, you may lose any Bundling Discount applicable to a Related Service or we may charge a fee for your cancellation of the Service under the Service Description for the Related Service. Likewise, if you cancel a related service, you may lose a Bundling Discount or incur a fee under this Service Description.

### 10.3 Service relocation

- (a) In the event that you require your Service to be relocated to another location, Relocation Fees will be applicable.
- (b) The Service is not available in all locations. If you move premises, you must give us sufficient notice of your new address before you move. If we are not given sufficient notice, you may not have access to the Service at your new address when you move.
- (c) Any applicable Early Termination Fee for the Service will be applied if we cannot provide, or you choose not to obtain, the Service at your new Premises.

## 11. PLANS AND PRICING

### 11.1 Service charges

- (a) You must pay the charges for the Service in accordance with the General Terms.
- (b) Any applicable Installation Fees must be paid at the time of your application to us for the Service. You will be charged your first month's Service monthly fee, along with any ancillary fees, when the Service is activated and each month thereafter on the same day of the month.
- (c) The charges for the Service or Services we provide you will depend on the options and features you have selected in your Application.
- (d) Your first bill will be for the monthly charge set out in the Payment Schedule, and your last bill will be prorated based on the termination date unless we only allow termination to be effective at the end of the billing cycle.
- (e) We will bill you for recurring or fixed charges, in advance (for example, line rental charges) commencing from the Service Commencement Date.

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- (f) We will bill you for variable charges, in arrears (for example, call charges).

### 12. CUSTOMER SUPPORT

You acknowledge that:

- (a) Unless stated expressly otherwise on our Website, we provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.
- (b) We do not provide technical support for Services under the following conditions:
  - (i) running internal networks connected to the Service except in connection with Hardware that is specifically designed for that purpose;
  - (ii) running network services or providing network services to others via the Service;
  - (iii) running connectivity software other than Software that we provide to you; or
  - (iv) Macintosh operating systems below v10.0.
- (c) We do not guarantee that the Hardware will be compatible with any network of machines.
- (d) Some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service.
- (e) We cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Payment Schedule at any given time.
- (f) We will use reasonable care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot guarantee that the Service will be continuous, fault-free or accessible at all times.
- (g) We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.

### 13. FAULT REPORTING AND RECTIFICATION

- (a) You agree your nbn™ Service is provided to you by us and not nbn Co and you do not have a contract with nbn Co. You agree to report to us – and specifically NOT to nbn Co - any faults or other issues with the nbn™ Service that you are obtaining from us.
- (b) If your nbn™ Service is faulty, in most cases you will be required to be at the Premises where the nbn™ Service is installed for the fault to be fixed. If [CommTel](#) requires you to be at the Premises during fault fixing, we or our contractor will contact you to arrange a suitable time.
- (c) If you lodge a fault on the nbn™ Service and a technician has attended your Premises, and the fault is found to be within your own equipment (excluding where the fault is isolated to your wiring under which clause 13(d) applies), you will be required to pay an Incorrect Call-Out Fee (as specified in the Payment Schedule).
- (d) If you lodge a fault on the nbn™ Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you can arrange for your own contractor to perform the work required to install or fix this wiring, or you can request that [CommTel](#) perform the required work. If requested, [CommTel](#) will arrange a technician to attend your premises for which you must be in attendance, and prior to commencing the work the technician will quote you a Variable Fee for Service based on the work required.
- (e) If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.

## NBN Service Description

### 14. WARRANTY

- (a) We provide the Warranty Periods specified in the Payment Schedule at no extra cost, with equipment we supply to you. The Warranty Periods do not apply where you have supplied your own modem or other Equipment.
- (b) If you notify us of a fault with the modem or other Required Equipment we have supplied to you, within their respective Warranty Periods, we will repair, replace or provide credit for the faulty item at no cost to you. However, if the fault was caused by:
  - (i) any equipment not provided by us (such as your computer);
  - (ii) any interference caused by a Force Majeure Event;
  - (iii) any interference with or modification to this equipment or a failure to use it in accordance with the manufacturer's specifications or our instructions; or
  - (iv) damage caused by you, then we will charge you a fee, as specified in the Payment Schedule, for the repair or replacement, including associated shipping and/or handling costs.

### 15. DISCLOSURE OF INFORMATION

You consent to us disclosing any data or information regarding you or your service to third party suppliers (including nbn Co), as reasonably required by us or our third party suppliers for providing the nbn<sup>TM</sup> Service to you or maintaining networks related to the nbn<sup>TM</sup> Service.