

Important information

Please read these terms carefully. They set out the standard terms and conditions that apply to services supplied by Fibrenet Broadband Pty Ltd.

This document forms part of your agreement with us. It should be read together with your application, order, Critical Information Summary, any service schedule, any applicable pricing schedule, and the policies published on our website.

Your service may be affected by faults, outages, power failures, third-party networks, maintenance, equipment issues, building cabling, or events outside our reasonable control. Some services, including internet and voice services supplied over fibre, fixed wireless, IP networks or other broadband technologies, may not operate during a power outage unless a suitable backup power solution is in place.

1. About this agreement

1.1 What this document is

This document is our Standard Form of Agreement and Customer Terms and Conditions.

It sets out the standard terms on which we supply telecommunications services, internet services, voice services, equipment and related services to residential customers, small business customers, not-for-profit customers and other customers who acquire services from us.

1.2 Who the agreement is with

The agreement is between:

- a. you, being the person, business, organisation or entity that applies for, uses, receives or is responsible for paying for the service; and
- b. us, being Fibrenet Broadband Pty Ltd, or the Fibrenet group entity identified in your application, order, invoice, Critical Information Summary or service documentation.

Where the context requires, "we", "us" and "our" may include our related bodies corporate, contractors, agents, suppliers and authorised representatives.

1.3 Documents that make up the agreement

Your agreement with us is made up of:

- a. your application, online order, service order, onboarding form or other accepted request for service;
- b. this Standard Form of Agreement / Customer Terms and Conditions;
- c. the relevant Critical Information Summary;
- d. any service description, plan description, pricing schedule, special offer or service schedule that applies to your service;
- e. any applicable direct debit authority or payment terms;
- f. our Fair Use Policy;
- g. our Privacy Policy;
- h. our Complaints Handling Policy;
- i. our Financial Hardship / Payment Assistance Policy;
- j. our Family and Domestic Violence Policy;
- k. our Zero Tolerance / Customer Conduct Policy; and
- l. any other policy published by us that applies to your service.

1.4 Order of priority

If there is any inconsistency between the documents that make up the agreement, the following order of priority applies, unless expressly stated otherwise:

- a. any specific written agreement signed by both parties;
- b. any service order, application or special offer accepted by us;
- c. the relevant Critical Information Summary;
- d. any service-specific terms or service schedule;
- e. this Standard Form of Agreement / Customer Terms and Conditions;
- f. our policies.

Nothing in this agreement excludes, restricts or modifies any rights, remedies or guarantees that cannot be excluded, restricted or modified by law.

1.5 When the agreement starts

The agreement starts when we accept your application or order.

We may accept your application or order by:

- a. confirming acceptance in writing;
- b. provisioning or activating the service;
- c. issuing an invoice;
- d. delivering equipment; or
- e. otherwise confirming that we will supply the service to you.

1.6 When the service starts

Your service starts on the service start date.

The service start date is the date we activate or make the service available to you, unless we notify you of another date.

1.7 Fixed term and month-to-month services

Your service may be supplied on:

- a. a fixed term basis;
- b. a month-to-month basis; or
- c. another term stated in your application, order, Critical Information Summary or service documentation.

If your service is supplied on a fixed term basis and the fixed term ends, the service will continue on a month-to-month basis unless:

- a. you cancel the service;
- b. we cancel the service; or
- c. the applicable service documentation states otherwise.

2. Applying for a service

2.1 Applications and orders

You may apply for a service by completing an application form, submitting an online order, accepting a quote, signing a service order, requesting a service from us, or otherwise following our ordering process.

You must ensure that all information you provide to us is true, accurate, complete and not misleading.

2.2 Refusing an application

We may refuse your application or order if:

- a. the service is not available at your premises;
- b. there is insufficient network capacity;
- c. it is not technically, operationally or commercially feasible to supply the service;

- d. you do not meet the eligibility criteria for the service;
- e. you do not provide satisfactory identification, authority or account information;
- f. you have amounts owing to us or another Fibrenet group entity;
- g. you have previously misused our services or breached our policies;
- h. you do not provide required consents, access or approvals;
- i. we reasonably consider that supplying the service would create a risk to our network, staff, contractors, customers, systems or business; or
- j. we are otherwise entitled or required to refuse supply under law or regulation.

2.3 Availability of services

Service availability depends on network coverage, building infrastructure, cabling, power, equipment, third-party suppliers, access to premises and other technical or commercial factors.

A service qualification result, address check or availability statement is indicative only and does not guarantee that a service can be supplied until we complete our provisioning process.

3. Your responsibilities

3.1 General responsibilities

You must:

- a. comply with this agreement and our policies;
- b. pay all amounts due by the due date;
- c. provide accurate and up-to-date contact, billing and service information;
- d. keep your account details secure;
- e. ensure that any person who uses your service complies with this agreement;
- f. use the service lawfully and responsibly;
- g. provide reasonable access to your premises where required;
- h. ensure that your equipment is compatible with the service;
- i. follow our reasonable directions about the service, equipment, safety, access, faults or network integrity; and
- j. notify us promptly if your circumstances change in a way that may affect the service or your ability to pay.

3.2 Responsibility for users of your service

You are responsible for all use of the service by any person who accesses or uses the service through your account, premises, equipment, network or login details, whether or not you authorised that use.

3.3 Access to premises

You must provide, and ensure that we have, safe and reasonable access to your premises where required to install, connect, inspect, maintain, repair, replace, upgrade, disconnect or remove the service or our equipment.

You must ensure that:

- a. all required consents from owners, occupiers, strata companies, building managers, landlords or other relevant parties have been obtained;
- b. the premises are safe for our personnel and contractors;
- c. suitable space, power and environmental conditions are available;

- d. building cabling and pathways are suitable, lawful and accessible; and
- e. any person at the premises cooperates with us and our personnel.

3.4 Building cabling and customer cabling

You are responsible for cabling, equipment and infrastructure on your side of the service delivery point, unless we have expressly agreed otherwise.

We may refuse to connect to cabling or equipment if we reasonably believe that it:

- a. was not installed by a registered cabling provider where required;
- b. does not comply with applicable standards;
- c. is unsafe;
- d. may damage or interfere with our network or another network;
- e. may affect service quality; or
- f. is otherwise unsuitable.

4. Using the service

4.1 Lawful and reasonable use

You must not use, attempt to use, or allow the service to be used:

- a. for any unlawful, fraudulent, offensive, abusive, threatening, menacing, defamatory, indecent or anti-social purpose;
- b. to infringe another person's rights, including intellectual property rights;
- c. to transmit, publish, distribute or access unlawful or infringing material;
- d. to send spam, unsolicited messages, malware, viruses or harmful code;
- e. to attack, scan, compromise, disrupt or interfere with networks, systems, devices or services;
- f. to expose us, our personnel, our suppliers or our customers to liability;
- g. in a way that damages, interferes with or degrades our network, a supplier network or another customer's service;
- h. in breach of our Fair Use Policy;
- i. in breach of any law, regulation, code, direction, order or notice; or
- j. in a way that we reasonably consider unacceptable, unsafe or inconsistent with the intended use of the service.

4.2 Fair use

You must comply with our Fair Use Policy.

We may contact you about usage that we reasonably consider excessive, unusual, unreasonable, harmful or inconsistent with the relevant plan or service.

Where permitted by law and this agreement, we may take reasonable steps to manage, shape, restrict, suspend or cancel a service where usage breaches this agreement or our Fair Use Policy.

4.3 No resale unless agreed

Unless we agree in writing, you must not resell, wholesale, commercially exploit, rebill, share or make the service available to another person or premises.

This does not prevent ordinary household members, employees, guests, tenants, residents or authorised users at the service premises from using the service for ordinary permitted purposes.

4.4 Security

You are responsible for the security of your devices, Wi-Fi, passwords, internal network, software, data, firewall settings, systems and any equipment that is not owned or controlled by us.

You acknowledge that internet services may expose you to security risks, including viruses, malware, phishing, unauthorised access, scams, data loss and harmful content.

Unless we expressly agree to provide managed security services, we are not responsible for securing your devices, data, internal network or systems.

4.5 Monitoring, interception and lawful access

You acknowledge that telecommunications services may be subject to lawful interception, monitoring, data retention, emergency service, regulatory and law enforcement obligations.

We may monitor network performance, usage, traffic patterns and service activity for legitimate purposes, including network management, security, billing, fault investigation, fraud prevention, compliance and enforcement of this agreement.

5. Internet services

5.1 Internet access

Internet services provide access to the internet using the relevant access technology, equipment, network and plan selected by you and accepted by us.

Internet access may be supplied using our network, a Fibrenet group network, a wholesale network, third-party supplier infrastructure, building infrastructure, or a combination of these.

5.2 Speeds and performance

Actual speeds and performance may vary due to factors including:

- a. your plan;
- b. network design and capacity;
- c. access technology;
- d. equipment capability;
- e. Wi-Fi performance;
- f. building cabling;
- g. the number of users and devices;
- h. congestion;
- i. content provider performance;
- j. internet routing;
- k. third-party networks;
- l. faults, outages or maintenance; and
- m. factors outside our reasonable control.

Unless expressly stated otherwise in your service documentation, speed references are maximum, typical, target or indicative speeds and are not guaranteed minimum speeds.

5.3 Wi-Fi performance

Wi-Fi performance can be affected by your router, device capability, distance, walls, interference, building materials, neighbouring networks and other environmental factors.

Unless we expressly agree to supply managed Wi-Fi services, we are not responsible for Wi-Fi coverage or performance inside your premises.

5.4 IP addresses

We may provide dynamic or static IP addresses depending on the plan or service.

Unless we expressly agree otherwise:

- a. IP addresses remain under our control or the control of our supplier;
- b. you do not own any IP address allocated to you;
- c. we may change, withdraw or reassign IP addresses where reasonably required; and
- d. you must not advertise, route, sell or transfer IP addresses without our written consent.

5.5 Content and third-party services

We do not control the internet or third-party content, services, websites, platforms, applications or networks.

We are not responsible for:

- a. content accessed using the service;
- b. the accuracy, legality, suitability or availability of third-party content;
- c. delays, blocking, restrictions or failures caused by third parties;
- d. loss of data;
- e. failure of third-party applications or platforms; or
- f. charges imposed by third parties.

6. Voice services

6.1 Voice services generally

If we supply you with a voice service, the specific features, inclusions, call rates, exclusions and limitations will be set out in your Critical Information Summary, service description, pricing schedule or other service documentation.

6.2 Power outages

Voice services supplied over fibre, broadband, VoIP or IP-based networks may not operate during a power outage unless all required equipment, including any network terminal, router, modem, ATA, handset and related equipment, has backup power.

You should maintain an alternative way to make calls, such as a mobile phone, especially for emergency calls.

6.3 Emergency calls

Where your service supports calls to emergency services, you must ensure your service address and contact details are accurate and kept up to date.

If your service is nomadic, moved, diverted, used with third-party equipment or used away from the registered service address, emergency services may not be able to identify your location accurately.

6.4 Unsupported call types

Some call types, features or override codes may not be supported.

Unsupported or excluded call types may include, depending on your service:

- a. carrier preselection override codes;
- b. some premium rate numbers;
- c. some directory assistance or operator-assisted services;
- d. some international or satellite numbers;

- e. alarm, lift phone, medical alert, EFTPOS, fax, dial-up modem or monitored service compatibility; and
- f. other legacy, special or non-standard services.

You should not rely on a voice service for medical alarms, fire alarms, lift phones, security systems, EFTPOS, fax, modem services or other critical services unless we have confirmed in writing that the relevant use is supported.

6.5 Call charges

Call charges, included calls, excluded calls, international call rates, premium charges and special number charges are set out in the relevant Critical Information Summary, pricing schedule or other service documentation.

You are responsible for all call charges incurred using your service, including charges incurred by other users of the service.

7. Equipment

7.1 Types of equipment

Equipment may include routers, modems, optical network terminals, power supplies, cabling, handsets, adapters, switches, antennas, network devices or other hardware supplied, installed or used in connection with the service.

Equipment may be:

- a. owned by us;
- b. owned by a Fibrenet group entity;
- c. owned by a supplier;
- d. rented, leased or loaned to you;
- e. purchased by you; or
- f. supplied by you.

7.2 Our equipment

Unless we expressly state otherwise, equipment that we supply as part of the network or service remains our property or the property of the relevant Fibrenet group entity or supplier.

You must not:

- a. sell, assign, transfer, modify, damage, remove, relocate or interfere with our equipment;
- b. grant any security interest, charge, lien or encumbrance over our equipment;
- c. allow any unauthorised person to service, modify, repair or replace our equipment; or
- d. use our equipment for any purpose other than receiving the service.

7.3 Risk and care of equipment

You are responsible for taking reasonable care of equipment at your premises.

You may be responsible for loss, theft, damage or destruction of our equipment except to the extent caused by us or our personnel.

7.4 Customer equipment

You are responsible for any equipment that you supply or purchase, including ensuring that it is compatible, safe, properly configured and compliant with applicable standards.

We are not responsible for faults, performance issues or security issues caused by customer equipment.

7.5 Equipment purchased from us

Where you purchase equipment from us:

- a. title passes to you when you have paid for it in full, unless we agree otherwise;
- b. risk passes to you on delivery or installation;
- c. manufacturer warranties may apply; and
- d. your rights under the Australian Consumer Law continue to apply.

7.6 Return or removal of equipment

When a service is cancelled or ends, we may require you to return our equipment or allow us to remove it.

If you do not return our equipment within a reasonable time after request, or if equipment is lost, damaged or not reasonably accessible, we may charge you the replacement cost or other applicable charges, where permitted by law.

8. Installation, activation and service changes

8.1 Installation

We will use reasonable endeavours to install or activate the service within the timeframe we provide to you.

Installation and activation timeframes are estimates only, unless we expressly agree otherwise.

8.2 Delays

Installation or activation may be delayed due to:

- a. lack of access to premises;
- b. missing consents;
- c. unsuitable cabling or equipment;
- d. building access issues;
- e. third-party supplier delays;
- f. network capacity issues;
- g. civil works, construction or remediation requirements;
- h. safety issues;
- i. incorrect information provided by you; or
- j. events outside our reasonable control.

8.3 Installation charges

You must pay any installation, activation, connection, equipment, non-standard installation, missed appointment or other charges disclosed to you or agreed with you.

If you cancel an order after we have incurred costs, we may charge you our reasonable costs, including infrastructure, equipment, labour, contractor, supplier and administration costs, where permitted by law.

8.4 Changes to your service

You may request a change to your service, plan, speed, premises, billing details or account details.

We may accept or refuse a change request depending on eligibility, availability, technical feasibility, credit status, account status, contract status and other relevant factors.

Charges may apply for service changes.

9. Maintenance, faults and outages

9.1 Network maintenance

We or our suppliers may perform planned or emergency maintenance on our network, supplier networks, systems or equipment.

We will try to perform planned maintenance outside normal busy periods where practical, but we may not always be able to do so.

9.2 Fault reporting

You may report faults to us using our published support channels.

Before reporting a fault, you should take reasonable steps to check whether the issue is caused by:

- a. your equipment;
- b. Wi-Fi;
- c. internal cabling;
- d. power supply;
- e. third-party applications or websites;
- f. devices connected to your network; or
- g. other matters outside our responsibility.

9.3 Fault investigation

You must provide reasonable assistance to help us investigate and resolve faults, including by:

- a. providing accurate information;
- b. performing reasonable troubleshooting steps;
- c. allowing remote testing;
- d. giving access to premises where required;
- e. ensuring equipment is powered on and accessible; and
- f. cooperating with appointments and supplier requirements.

9.4 Responsibility for faults

We are responsible for repairing faults in our network or equipment where the fault is within our control.

We are not responsible for faults caused by:

- a. customer equipment;
- b. internal cabling or building cabling not owned or controlled by us;
- c. power failure;
- d. third-party networks or services;
- e. damage, interference or misuse by you or another person;
- f. failure to follow our reasonable directions;
- g. unauthorised modifications;
- h. events outside our reasonable control; or
- i. excluded events.

Where a fault is caused by a third-party supplier network, we will notify or liaise with the supplier as appropriate, but we are not responsible for the supplier's acts, omissions or delays except to the extent required by law.

9.5 Incorrect fault reports and excluded events

If we investigate a fault and reasonably determine that the fault is caused by an excluded event, customer equipment, internal cabling, power, building infrastructure or another matter outside our responsibility, we may charge you reasonable investigation, call-out, contractor, repair or administration charges.

We will tell you about likely charges where practical before incurring them.

9.6 Loss of service

If you experience a significant loss of access to the service that is not caused by you, your equipment, your premises, your building cabling, a power issue or another excluded event, you may be entitled to a rebate, refund or other

remedy under this agreement, your service documentation or applicable law.

10. Billing and payment

10.1 Charges

You must pay all charges for your service, including:

- a. monthly access charges;
- b. usage charges;
- c. call charges;
- d. installation and activation charges;
- e. equipment charges;
- f. plan change charges;
- g. reconnection or reactivation charges;
- h. late payment, dishonour or administration charges;
- i. paper bill or payment processing charges, where applicable;
- j. cancellation or early termination charges, where applicable; and
- k. any other charges set out in your application, Critical Information Summary, pricing schedule, invoice, service documentation or this agreement.

10.2 Billing in advance and arrears

Unless we tell you otherwise:

- a. monthly access charges are billed in advance;
- b. usage charges and call charges are billed in arrears; and
- c. once-off charges may be billed before or after the relevant work, order or activation.

10.3 Invoices

We will issue invoices or payment notices using your nominated billing method.

You must check your invoices and notify us promptly if you believe there is an error.

We may include previously unbilled charges on a later invoice where billing information was delayed, incomplete or unavailable at the time of the earlier invoice.

10.4 Payment terms

You must pay each invoice by the due date stated on the invoice.

If no due date is stated, payment is due 14 days from the invoice date.

10.5 Direct debit

If you pay by direct debit, you authorise us or our payment processor to debit the amount due from your nominated account or card on or after the due date.

You must ensure that:

- a. the account details you provide are correct;
- b. the account can accept direct debits;
- c. sufficient cleared funds are available; and
- d. you tell us promptly if your payment details change.

You may cancel, defer or change a direct debit authority by contacting us. We may require reasonable notice before the next scheduled payment.

10.6 Payment surcharges and dishonours

Card surcharges, payment processing charges and dishonour fees may apply where disclosed to you and permitted by law.

If a payment is dishonoured, rejected or reversed, you must pay the amount owing and any applicable dishonour, administration or recovery charges.

10.7 Late payment

If you do not pay by the due date, we may, where permitted by law:

- a. send reminders or overdue notices;
- b. charge a late payment fee;
- c. restrict, suspend or cancel the service;
- d. require payment by another payment method;
- e. require payment of a bond, deposit or prepayment;
- f. refer the debt to a collection agency;
- g. recover reasonable collection and legal costs; or
- h. take other lawful recovery action.

Before suspending or disconnecting a service for non-payment, we will consider our obligations under applicable telecommunications laws, our Financial Hardship / Payment Assistance Policy and any relevant customer protection requirements.

10.8 Billing disputes

If you dispute an invoice or charge, you must contact us as soon as reasonably possible and identify the invoice, charge and reason for the dispute.

You must pay all undisputed amounts by the due date.

Where your dispute is genuine and relates to a specific charge, we will not require payment of the disputed charge while we investigate it, unless permitted by law.

If the dispute is resolved in our favour, you must pay the outstanding amount by the revised due date we notify to you.

If the dispute is resolved in your favour, we will credit, refund or adjust the relevant amount.

10.9 Overpayments

If you overpay because of a billing error, we will credit the overpayment to your account or refund it to you.

If you no longer have an account with us, we will use reasonable endeavours to contact you and refund the overpayment.

10.10 GST

Unless otherwise stated, prices for residential services are inclusive of GST.

Prices for business, enterprise, wholesale or commercial services may be stated exclusive of GST.

Where GST applies to a taxable supply, you must pay the GST amount in addition to any GST-exclusive amount.

11. Financial hardship and payment assistance

11.1 Support is available

If you are experiencing financial hardship or payment difficulty, you should contact us as early as possible.

We will handle payment assistance requests in accordance with our Financial Hardship / Payment Assistance Policy and applicable telecommunications rules.

11.2 Payment assistance options

Depending on your circumstances, available support may include:

- a. payment extensions;
- b. payment plans;
- c. spend controls or restrictions;
- d. plan changes;
- e. temporary holds on collection activity;
- f. fee waivers or adjustments;
- g. review of charges;
- h. restriction of non-essential services while maintaining essential connectivity where practical; or
- i. other appropriate assistance.

11.3 Keeping customers connected

We will take reasonable steps to work with eligible customers experiencing financial hardship before taking credit management action, suspension or disconnection for non-payment.

You must continue to pay any amounts you can afford and comply with any agreed payment arrangement.

12. Complaints and disputes

12.1 Making a complaint

You may make a complaint by contacting us using our published complaint channels.

A complaint may relate to any aspect of your service, including connection, faults, billing, charges, customer service, hardship, privacy, disconnection, sales or complaint handling.

12.2 How we handle complaints

We will handle complaints in accordance with our Complaints Handling Policy and applicable telecommunications complaint handling rules.

We will acknowledge, assess, investigate and respond to complaints within the timeframes required by law and our Complaints Handling Policy.

12.3 Urgent complaints

We will prioritise complaints that are urgent, including where:

- a. a customer is experiencing financial hardship and the issue may result in disconnection;
- b. a disconnection is imminent or has occurred in error;
- c. the service is required for medical, safety or other urgent reasons; or
- d. the complaint involves family or domestic violence or another safety risk.

12.4 Telecommunications Industry Ombudsman

If you are not satisfied with how we handle your complaint, you may contact the Telecommunications Industry Ombudsman.

We ask that you give us a reasonable opportunity to resolve your complaint first.

13. Changing the agreement or your service

13.1 Changes we may make

We may change this agreement, your service, your plan, charges, policies or service features where:

- a. the change benefits you or has no adverse impact on you;
- b. the change is minor or administrative;

- c. the change is required by law, regulation, industry code, standard, regulator direction or supplier requirement;
- d. the change is required for security, technical, operational or network integrity reasons;
- e. a supplier changes the terms, costs or availability of a service we use to supply your service;
- f. the change is to introduce, remove, replace or modify a feature;
- g. the change is to pricing, charges, billing or payment arrangements; or
- h. we are otherwise permitted to make the change under this agreement or applicable law.

13.2 Notice of changes

Where required by law or where a change is likely to have more than a minor detrimental impact on you, we will give you reasonable notice of the change.

Notice may be given by email, bill message, SMS, account notification, website notice, letter or another reasonable method.

13.3 Your rights if a change adversely affects you

If we make a change to a fixed term agreement that has more than a minor detrimental impact on you, and the change is not otherwise permitted without a cancellation right, we will notify you of your right to cancel the affected service without early termination charges.

You may still be required to pay:

- a. charges incurred up to the cancellation date;
- b. usage charges;
- c. equipment charges;
- d. installation or connection charges that are recoverable; and
- e. any other amounts lawfully payable.

13.4 Changes requested by you

You may request changes to your service. We may accept or decline the request.

If we accept the request, additional charges, new terms, a new minimum term or a new Critical Information Summary may apply.

14. Suspending the service

14.1 When we may suspend

We may suspend, restrict or limit a service where:

- a. there is an emergency;
- b. we need to perform maintenance, repair, replacement, upgrade or network work;
- c. we reasonably suspect fraud, misuse, unlawful activity or a security threat;
- d. you fail to pay an undisputed overdue amount after required notice;
- e. you breach this agreement or our policies;
- f. your usage is excessive, unusual, harmful or inconsistent with the service;
- g. we are required to do so by law, regulation, court order, regulator direction, emergency services request or supplier requirement;
- h. you become insolvent or we reasonably believe you are unable to pay amounts due;
- i. there are problems with interconnection, supplier networks or building infrastructure;
- j. access to premises, equipment or facilities is not provided where required;

- k. continued supply may create a risk to our network, staff, contractors, customers, suppliers or business; or
- l. we are otherwise entitled to suspend under this agreement.

14.2 Notice of suspension

We will give you as much notice as reasonably practical before suspending a service, unless immediate suspension is required or reasonable in the circumstances.

We may suspend without notice in an emergency, for security reasons, for serious misuse, for unlawful activity, to protect the network, or where required by law.

14.3 Charges during suspension

You may still be required to pay recurring charges while the service is suspended, unless the suspension was caused by us or another matter for which you are entitled to a rebate, refund or adjustment.

Reconnection or reactivation charges may apply where a service is restored after suspension caused by your breach, non-payment or other circumstances attributable to you.

15. Cancelling the service

15.1 Your right to cancel

You may cancel a month-to-month service by giving us 30 days' notice, unless your service documentation states a different notice period.

You may cancel a fixed term service before the end of the term, but early termination charges may apply unless you have a right to cancel without those charges under this agreement or applicable law.

15.2 Cancellation for our breach

You may cancel the affected service if:

- a. we commit a material breach of the agreement that cannot be remedied;
- b. we commit a material breach of the agreement and do not remedy it within a reasonable time after you ask us to do so;
- c. there are prolonged or repeated service interruptions caused by us and not caused by you, your equipment, your premises, power, third-party equipment or an excluded event; or
- d. you are otherwise entitled to cancel under law.

15.3 Our right to cancel

We may cancel a service where:

- a. you fail to pay an undisputed overdue amount after required notice;
- b. you breach this agreement or our policies and the breach cannot be remedied;
- c. you breach this agreement or our policies and do not remedy the breach within the time we reasonably specify;
- d. we reasonably suspect fraud, misuse, unlawful activity or a security threat;
- e. you become insolvent, bankrupt or unable to pay amounts due;
- f. you die and no authorised representative takes responsibility for the account within a reasonable time;
- g. we are required to cancel by law, regulation, court order, regulator direction, emergency services request or supplier requirement;

- h. a supplier stops supplying a service we need to supply your service and we cannot obtain an alternative on reasonable terms;
- i. it is no longer technically, operationally or commercially feasible to supply the service;
- j. an event outside our reasonable control prevents supply for more than 30 days;
- k. you do not provide required access, consent, information, power, space or assistance;
- l. continued supply may create a risk to our network, staff, contractors, customers, suppliers or business; or
- m. we are otherwise entitled to cancel under this agreement.

15.4 Cancellation before activation

If you cancel an order before activation, we may charge you reasonable costs already incurred in preparing, installing, provisioning or supplying the service, including infrastructure, equipment, supplier, contractor and administration costs, where permitted by law.

15.5 Early termination charges

If your service has a fixed term and you cancel before the end of that term without a right to cancel without charge, you may be required to pay early termination charges.

Unless otherwise stated in your Critical Information Summary or service documentation, early termination charges may include:

- a. remaining monthly access fees for the balance of the term;
- b. unpaid installation, connection or establishment charges;
- c. unpaid equipment charges;
- d. promotional credits, discounts or waived charges that become repayable; and
- e. other amounts lawfully payable.

15.6 What happens when a service is cancelled

When a service is cancelled:

- a. we may stop supplying the service;
- b. you must stop using the service;
- c. you must pay all charges incurred up to the cancellation date;
- d. you must pay any applicable cancellation or early termination charges;
- e. you must return our equipment if requested;
- f. we may access the premises to disconnect, remove or recover our equipment where required;
- g. we may apply any credit or prepayment to undisputed outstanding amounts; and
- h. we will refund any remaining credit or overpayment where required.

15.7 Porting, transfer or churn

If you transfer your service to another provider, the service may be cancelled when the transfer is completed.

You are responsible for any charges incurred up to the cancellation or transfer date.

Some services, numbers, features or equipment may not be transferable.

16. Moving premises

16.1 Relocation requests

You may request to move your service to another premises.

We will assess whether the service is available at the new premises.

16.2 Availability at new premises

We are not required to supply the same service at the new premises if:

- a. the service is unavailable;
- b. there is insufficient capacity;
- c. the required infrastructure is unavailable;
- d. access or consent is not available;
- e. the service is not technically, operationally or commercially feasible; or
- f. a supplier does not support the service at the new premises.

16.3 Charges and contract impact

Relocation may involve new installation charges, equipment charges, plan changes, new terms or a new minimum term.

If you are in a fixed term and the service cannot be relocated, early termination charges may apply unless we agree otherwise or you have a legal right to cancel without those charges.

17. Privacy and personal information

17.1 Privacy Policy

We collect, use, hold and disclose personal information in accordance with our Privacy Policy and applicable privacy laws.

17.2 Information we may collect

We may collect information including:

- a. your name, date of birth and contact details;
- b. service address and billing address;
- c. identification information;
- d. account, billing and payment information;
- e. service usage and technical information;
- f. fault, support and complaint information;
- g. call records and telecommunications data where applicable; and
- h. other information reasonably required to supply, manage and support the service.

17.3 How we use information

We may use your information to:

- a. assess and process applications;
- b. verify identity and authority;
- c. supply, manage and support services;
- d. bill and collect charges;
- e. investigate faults, complaints, fraud, misuse and security issues;
- f. comply with legal, regulatory and industry obligations;
- g. maintain accurate records;
- h. improve our services; and
- i. communicate with you about your account, service, support, outages, changes and related matters.

17.4 Disclosure

We may disclose information to related bodies corporate, suppliers, contractors, payment processors, professional advisers, regulators, emergency services, law enforcement agencies, the Telecommunications Industry Ombudsman and other persons where required or permitted by law.

18. Family and domestic violence

18.1 Support and safety

If you are experiencing family or domestic violence, or are concerned about your safety or privacy, you may contact us for support.

We will handle these matters in accordance with our Family and Domestic Violence Policy and applicable telecommunications rules.

18.2 Account safety

We may be able to assist with safe contact methods, account access, privacy protections, service changes, billing arrangements or other appropriate support.

You should tell us if it is unsafe to contact you using certain methods or at certain times.

19. Customer conduct and zero tolerance

19.1 Respectful interactions

The safety and wellbeing of our staff, contractors and customers is paramount.

You must not abuse, threaten, harass, intimidate, discriminate against, assault, endanger or otherwise mistreat our staff, contractors, agents or representatives.

19.2 Action we may take

If you engage in unacceptable conduct, we may take reasonable action, including:

- a. ending a call or interaction;
- b. limiting contact channels;
- c. requiring communications in writing;
- d. restricting access to our premises or appointments;
- e. suspending non-essential work;
- f. reporting threats or unlawful conduct to police; or
- g. suspending or cancelling services where permitted by law.

We will consider any vulnerability, hardship, safety or complaint circumstances before taking action where required by law.

20. Liability

20.1 Your liability to us

You are liable to us for loss, damage, costs or expenses that we reasonably incur as a direct result of:

- a. your breach of this agreement;
- b. your negligence, fraud or wilful misconduct;
- c. misuse of the service by you or another user of your service;
- d. damage to our equipment caused by you or another person at your premises;
- e. your failure to provide safe access, accurate information or required consents; or
- f. your breach of law or infringement of another person's rights.

You are not liable for loss caused by us or for losses that the law does not allow us to recover from you.

20.2 Our liability to you

We are liable to you where required by law, including under the Australian Consumer Law and applicable telecommunications laws.

Subject to those laws, we are not liable for:

- a. loss caused by your equipment, internal cabling, premises, power supply, building infrastructure or third-party services;
- b. loss caused by your acts, omissions or breach of this agreement;
- c. loss caused by events outside our reasonable control;
- d. loss of profits, revenue, business, opportunity, goodwill, anticipated savings or data;
- e. indirect, special or consequential loss;
- f. content accessed using the service;
- g. (g) third-party websites, applications, platforms, networks or services; or
- h. (h) interruptions, delays or faults except to the extent caused by us and not excluded by law.

20.3 Australian Consumer Law

Nothing in this agreement excludes, restricts or modifies any consumer guarantee, right or remedy that cannot be excluded, restricted or modified under the Australian Consumer Law.

Where we are permitted to limit our liability, our liability may be limited to:

- a. for goods, repair, replacement, supply of equivalent goods or payment of the cost of doing so; and
- b. for services, resupply of the services or payment of the cost of resupply.

20.4 Your contribution to loss

If you contributed to a loss, our liability is reduced to the extent of your contribution.

21. Events outside reasonable control

21.1 No liability for events outside reasonable control

Neither party is liable for failing to perform an obligation, other than an obligation to pay money, to the extent the failure is caused by an event outside that party's reasonable control.

21.2 Examples

Events outside reasonable control may include:

- a. fire, flood, storm, lightning, earthquake or natural disaster;
- b. power failure;
- c. war, terrorism, civil unrest or sabotage;
- d. epidemic, pandemic or public health restriction;
- e. industrial action;
- f. supplier failure;
- g. third-party network failure;
- h. acts or omissions of building owners, strata companies, landlords or other third parties;
- i. changes in law or regulation;
- j. government, regulator, court or emergency services action;
- k. delays in approvals, permits or access;
- l. damage to infrastructure; and
- m. any similar event beyond reasonable control.

21.3 Ongoing events

If an event outside reasonable control prevents supply of a service for more than 30 consecutive days, either party may cancel the affected service by giving notice, unless the relevant service documentation states otherwise.

22. Intellectual property and confidential information

22.1 Intellectual property

We retain ownership of all intellectual property developed, owned, licensed or used by us in connection with the service.

You must not copy, modify, reverse engineer, misuse or interfere with our intellectual property, software, systems, documentation, network information or materials.

22.2 Confidential information

If either party receives confidential information from the other, the receiving party must keep that information confidential and use it only for purposes related to the agreement, unless disclosure is required by law or permitted by the disclosing party.

23. Assignment and subcontracting

23.1 Assignment by us

We may assign, transfer, novate or subcontract our rights or obligations under this agreement to a related body corporate, supplier, contractor, successor or purchaser of our business or assets, provided this does not materially reduce your rights under the agreement.

23.2 Assignment by you

You must not assign, transfer or novate your rights or obligations under this agreement without our prior written consent.

We may require the proposed new customer to complete an application, provide identification, meet eligibility criteria and accept current terms.

24. Notices and communications

24.1 How we may contact you

We may contact you by:

- a. email;
- b. SMS;
- c. phone;
- d. post;
- e. bill message;
- f. customer portal notification;
- g. website notice; or
- h. another reasonable method.

24.2 Your contact details

You must keep your contact details up to date.

A notice sent to your last known contact details is deemed received unless we receive a delivery failure or are aware the details are no longer valid.

24.3 Electronic communications

You consent to us communicating with you electronically about your account, service, invoices, notices, changes, outages, policies and other matters relating to the service.

25. General

25.1 Governing law

This agreement is governed by the laws of Western Australia and the Commonwealth of Australia.

The parties submit to the jurisdiction of the courts of Western Australia and the Commonwealth courts of Australia.

25.2 Waiver

If we do not exercise a right, or delay exercising a right, this does not mean we waive that right.

A waiver is only effective if given in writing.

25.3 Severability

If any part of this agreement is invalid, unlawful or unenforceable, that part is severed to the extent necessary and the remaining parts continue to apply.

25.4 Entire agreement

The agreement contains the entire agreement between you and us for the service, except for any rights or obligations that cannot be excluded by law.

25.5 Commission

We may pay commissions, referral fees or incentives to employees, contractors, agents, dealers, developers, building managers, partners or other persons in connection with the sale or supply of services.

26. Definitions

In this agreement:

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

business day means a day that is not a Saturday, Sunday or public holiday in Western Australia.

charges means all fees, charges and amounts payable for or in connection with the service.

Critical Information Summary means the document that summarises important information about a telecommunications product, plan or service.

customer equipment means equipment that is owned, supplied or controlled by you, including routers, devices, internal cabling, Wi-Fi equipment, computers, phones, alarms and other connected equipment.

equipment means any hardware, device, cabling, power supply, router, modem, network terminal, adapter, handset, switch or other equipment used in connection with the service.

excluded event means an event or circumstance caused by your breach, your equipment, your premises, your internal cabling, your acts or omissions, third-party services, building infrastructure, power failure, unauthorised interference, or an event outside our reasonable control.

Fibrenet group means Fibrenet its related bodies corporate and related trading entities, including Fibrenet Broadband, Fibrenet Wholesale and Interphone, as applicable.

fixed term means a minimum contract term stated in your application, order, Critical Information Summary or service documentation.

internet service means a service that provides access to the internet.

month-to-month service means a service that does not have a fixed term, or a service that continues after the fixed term expires.

our equipment means equipment owned or controlled by us, a Fibrenet group entity or our supplier.

premises means the location where the service is supplied or where access is required to supply, install, maintain, repair, inspect, disconnect or remove the service or equipment.

service means the telecommunications service, internet service, voice service, equipment, installation, support or related service supplied or to be supplied by us.

service delivery point means the point at which the service is handed over to you, as determined by us.

service start date means the date we activate or make the service available to you, unless we notify you of another date.

supplier means any third party that supplies goods, services, infrastructure, network access, software, equipment, support or facilities that we use to supply the service.

we, us and **our** means Fibrenet Broadband Pty Ltd, and where the context permits, its related bodies corporate, personnel, contractors, agents and suppliers.

you and **your** means the customer who applies for, uses, receives or is responsible for paying for the service.

27. Website publication

The current version of this Standard Form of Agreement / Customer Terms and Conditions is available on our website.

We will provide a copy free of charge on request.