

In addition to Amcom General Terms and Conditions, the following NBN Fibre Service (**Service**) Specific Terms and Conditions also apply.

1. SERVICE DESCRIPTION

- 1.1. The Service is a broadband service that provides access to the internet and related services via the National Broadband Network (**NBN**) provided by NBN Co Limited (**NBN Co**).
- 1.2. The Customer must only access the Service using equipment supplied by NBN Co and or equipment that is AMCA approved telecommunications equipment.
- 1.3. The Customer is responsible for ensuring that an uninterrupted power supply is installed. The Service will not operate in the event of a mains power failure.

2. SERVICE REQUIREMENTS AND RESTRICTIONS

- 2.1. In order to receive the Service, the Customer must:
 - (a) meet all Amcom's System Requirements as notified from time to time; and
 - (b) install, or arrange for the installation of, all the required equipment supplied generally by NBN Co to connect to NBN.
- 2.2. Service is only available in locations in which NBN is connected and ready for use. The Customer's access to the Service is subject to a Service Qualification being performed by Amcom.
- 2.3. The Customer acknowledges that:
 - (a) the Service is subject to availability and they may not be able to receive the Service at the Service Delivery Point;
 - (b) Amcom does not provide technical support for Services using Customer Equipment;
 - (c) Amcom does not guarantee the NTD or other Software will be compatible with any Customer Equipment connected by a network and/or network structure;
 - (d) Amcom does not guarantee internet access through wireless access, or the compatibility of a wireless device or connection with the Customer's Equipment and/or network structure;
 - (e) some telecommunication services and products are not compatible with the Service and may not be available

following installation of the Service. These services and products include but are not limited to older fax machines, cordless analogue phones, Commander phone systems, EFTPOS machines, medical alarms, fire alarms, lift phones, PABX, line-hunt groups and any other analogue devices;

- (f) Amcom does not guarantee that the Customer's connection speed made available through NBN will achieve the theoretical maximum connection speed at any given time;
- (g) Amcom will use due 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 Amcom. Amcom cannot promise that the Service will be continuous, fault-free or accessible at all times.

3. INSTALLING THE SERVICE

- 3.1. Amcom will arrange and coordinate the activation of the Customer's Service via NBN and will notify the Customer of activation of network via the email address provided on the Application Form.

4. EQUIPMENT

- 4.1. The Customer must purchase the Required Equipment before Amcom can supply the Service.
- 4.2. The operation of the Required Equipment and any repairs to it is the Customer's responsibility.
- 4.3. If the Customer notifies Amcom that the NTD contains faulty components, the Customer must undertake the trouble shooting steps as notified by Amcom from time to time. The Customer must give Amcom sufficient information to assess the components. If Amcom find that the relevant component is not faulty, Amcom may charge the Customer a service fee. Amcom will tell the Customer the amount of the service fee before Amcom test NTD.
- 4.4. The Customer is responsible for any damage, loss or theft of any equipment owned or provided by NBN Co. All NBN Co owned equipment remains the property of NBN Co. The Customer must not relocate, move within the Premises, or remove the equipment from

the Premises at any time, unless instructed by Amcom or NBN Co.

- 4.5. The Customer must follow any instructions provided by Amcom or NBN Co regarding the care, use or storage of the NTD or other equipment owned or provided by NBN Co.

5. ACCEPTABLE USE POLICY

- 5.1. The Customer must use the Service in a responsible manner, taking into account the effects the use of the Service may have on other users and the Amcom network.
- 5.2. Breach of clause 6.1 may be deemed grounds for termination under clause 14.2 of the Amcom General Terms and Conditions.

6. PRIORISATION

- 6.1. Amcom reserves the right to prioritise applications and the use of these applications, in order to optimise network performance. Network optimisation is determined by total network usage, and is not based on an individual customer's use of various services/applications.

7. PUBLIC ADDRESSING IDENTIFIERS

- 7.1. The Service may use identifiers such as an IP address or domain name ("**Public Addressing Identifiers**"). The Customer must comply with the requirements of any Government Agency or other body which administers Public Addressing Identifiers.
- 7.2. The Customer acknowledges and agrees that:
 - (a) the Service includes the provision of one (1) public IP address only;
 - (b) Amcom does not control the allocation of Public Addressing Identifiers;
 - (c) Amcom is not liable to the Customer if Amcom is required to change, withdraw, suspend or re-assign any Public Addressing Identifier as a result of any direction given by a Regulatory Authority or other body which administers Public Addressing Identifiers; and
 - (d) all IP addresses provided by Amcom for the Customer's use remain Amcom's property.
- 7.3. On cancellation of the Service, the right to use a Public Addressing Identifier may cease.

8. VARIATION TO SERVICE

- 8.1. The Customer may vary a Service by completing and submitting a new Application

Form and paying the revised charges for the varied Service (if any) from the date of completion of the variation.

- 8.2. Amcom will apply any fees paid in advance by the Customer against the fees payable for the varied Service.

9. ACCESS TO PREMISES

- 9.1. If the Service is cancelled the Customer must provide Amcom with safe access to the Premises and reasonable assistance to allow Amcom to disconnect the Service and immediately return and collect any equipment owned or provided by NBN Co. Amcom are under no obligation to return the Customer's Premises to their original condition after the Service it has accessed the Premises.

10. DISCONNECTION OF SERVICE

- 10.1. The Customer acknowledges and agrees that the Service will be disconnected if:
 - (a) the Customer moves Premises; or
 - (b) the Service is suspended or cancelled.
- 10.2. The Customer acknowledges and agrees that if they have a PSTN that is not provided by Amcom and this is cancelled that is a matter between the Customer and its nominated service provider, and Amcom are not a party to this event.
- 10.3. If the Customer requests Amcom to reinstall or reprovision the Service at a new Premise, the Customer must pay Amcom a reconnection fee.
- 10.4. The Customer must continue to pay all charges for the Service during Downtime where such Downtime arises due to the cancellation or disconnection of, or change to, the Service other than as a result of Amcom's fault or negligence.

11. MOVING PREMISES

- 11.1. The Service may not be available from all locations. Accordingly, if prior to the end of the Term, the Customer plans to change the Premises and relocate the Service to the new Premises, the Customer must submit an Application Form at least 30 days prior to the date the Customer is schedule to move Premises.
- 11.2. If the Service is available at the new Premises:
 - (a) Amcom may accept the Customer's Application Form and provide the Service at the new Premises; and

(b) Amcom will charge the Customer a relocation fee.

11.3. If the Service is not available at the new Premises and Amcom has not been able to provide the Customer with an alternative Service the Customer may terminate the Contract in accordance without liability.

12. FAULT REPORTING AND RECTIFICATION

12.1. If the Customer experiences a fault in respect of its connection to the Service, the Customer can contact customer support by telephoning or emailing Amcom.

12.2. Amcom will use reasonable endeavours to rectify the fault.

12.3. Amcom will not provide support to the Customer for the connection of computers, networking devices or local area networks to the Service.

12.4. Amcom will repair faults within its network and Amcom will be responsible in the first instance for any investigation of faults involving any equipment owned or provided by NBN Co. Amcom are not responsible for repairing any fault in the Service which is caused by a third party, Customer Equipment or facilities outside's Amcom's network. However, if Amcom investigate a fault that is caused by equipment that is not owned or provided by NBN Co, Amcom may charge the Customer for the cost of investigating and repairing the fault.

12.5. If Amcom investigates a fault and determines that the fault is caused by the Customer's breach of the Amcom General Terms and Conditions or the Service Specific Terms and Conditions, a negligent or fraudulent act or omission by the Customer or a failure of any of Customer Equipment, Amcom may charge the Customer for investigating and repairing the fault.

13. USE OF THE SERVICE

13.1. The Customer is responsible for providing any security or privacy measures for its computers, networks and any data stored on those networks or accessed through the Service. Amcom will not be liable to the Customer in respect of any loss, damage, costs or expenses incurred in connection with the Customer's failure to provide that security.

13.2. The Customer must take reasonable steps to ensure that others do not gain unauthorised access to the Service through it's account. Amcom recommends that the Customer does

not disclose their password to others and that the password is changed regularly.

13.3. Amcom may monitor use of the Service to investigate a breach (or suspected breach) of that policy or upon the request of an authorised authority. Amcom does not have to monitor use of the Service, whether by the Customer or anyone else. If Amcom does so, Amcom can stop the monitoring at any time. However, Amcom are not under any obligation to enforce any other policy that applies to anyone using services that Amcom provide to them.

14. THE CUSTOMER'S ACKNOWLEDGEMENTS

14.1. The Customer acknowledges that:

(a) the Service relies for its operation on content or services supplied by third parties, who are not controlled or authorised by Amcom and Amcom is not responsible for defamatory, offensive, indecent, abusive, menacing, threatening harassing or unsolicited material accessed or received by the Customer; and

(b) Amcom does not exercise any control over, authorise or make any warranty regarding:

i. the Customer's right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Service;

ii. the accuracy or completeness of any content which the Customer may use, access or transmit using the Service including any data which Amcom may store as part of the Service;

iii. the consequences of the Customer using, accessing or transmitting any content using the Service, including any virus or other harmful software;

iv. any charges which a third party may impose on the Customer in connection with it's use of the Service; or

v. the performance, results or characteristics of any Software supplied by Amcom in connection with the Service.

15. SERVICE LEVEL AGREEMENT

Amcom will provide the Service in accordance with the Service Level Agreement (if any).

16. DEFINITIONS AND INTERPRETATION

16.1. In this Service Description:

Additional User means a person (other than the Customer) whom the Customer nominates and authorises to use the Service.

Downtime means periods of unavailability or limited availability of Internet Access.

NTD means the network terminal device supplied by NBN Co which terminates the fibre optic connection from NBN.

Network means a telecommunications network, equipment, facilities or cabling.

Required Equipment means:

- (a) NTD;
- (b) a modem; and
- (c) any additional equipment that may be required for the Customer's particular computer, network and telephone requirements.

Service Level Agreement means Amcom's standard service level agreement which is made available by Amcom to the Customer as is updated from time to time.

Service Qualification means the determination of whether a Premise is capable of being connected into the NBN and passes qualifications required to connect to NBN.

Software means any software Amcom supplies to the Customer for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

System Requirements means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on Amcom's support page on its website.