
STANDARD FORM OF AGREEMENT

SERVICE TERMS – NBN SERVICES

1. NBN Services

1.1 ACN's NBN Services (called 'nbn™' on our Website) comprise the Services described in these Service Terms – NBN Services.

1.2 We supply the NBN Services subject to [ACN's Acceptable Use Policy](#) and [nbn™ Co's Fair Use Policy](#) (as amended by nbn™ Co from time to time or such other URL as nbn™ Co may use to locate the policy). You must ensure that you comply with the [ACN Acceptable Use Policy](#) and the [nbn™ Co Fair Use Policy](#) in your use of your NBN Service.

2. Supply of the Services

2.1 The NBN Services are not available in all areas. The NBN Services are supplied only over Access Lines which are provided by means of the nbn™ network.

2.2 The NBN Services may comprise the following components:

- (a) an ACN broadband service which allows you to connect to the internet via the nbn™ network.
- (b) an ACN Digital Phone service is a phone service which is a Voice over Internet Protocol (VoIP) product and includes:
 - access and connection to the PSTN via ACN's network;
 - the ability to make and receive telephone calls to local, national, mobile and international numbers;
 - a telephone number; and
 - access to the ACN Companion application - The ACN Companion application enables customers to utilise their ACN Digital Phone service from a mobile device or tablet. The app is compatible with and can be downloaded to selected devices, including iPhone® and Android™ devices. A list of app compatible devices is available from our public website found [here](#)
- (c) an ACN phone service which is a product that utilises the NBN UNI-D port and includes:
 - access and connection to the PSTN via the NBN;
 - the ability to make and receive telephone calls, including calls to special service numbers and premium services;
 - a telephone number; and
 - other services and calling features, as described in [Telstra's Our Customer Terms](#).

2.3 We may supply the NBN Services in the form of only one of the above components or as a bundle consisting of an ACN broadband service and either an ACN Digital Phone service or an

ACN phone service. The availability of these options will vary from time to time and information about such availability may be found on our Website.

- 2.4 Additional Charges may apply if your NBN installation is non-standard or if you require additional wiring. We will attempt to identify whether this situation applies to you and seek your agreement to proceed with all such additional Charges before you incur them.
- 2.5 You must provide mains power to operate your NBN Service. Consequently, your phone and broadband services will not operate during a power failure. In the event of a power failure, you will be unable to use your NBN Service to make or receive phone calls including calls to the Emergency '000' operator or use your broadband service. ACN does not offer the option of a battery backup for your NBN Service.

3. Your Obligations

- 3.1 In order for us supply the NBN Services, you must:

(a) provide us and nbn™ Co with safe and timely access to your Premises to:

(i) enable the supply of NBN Services to you;

(ii) perform any work on or in relation to our network, the NBN, nbn™ Co Equipment or, where lawful, a third party's network whether or not in connection with the supply of an NBN Service; and

(iii) enable our suppliers and through them, nbn™ Co, to exercise their rights or perform its obligations;

(b) not use or attempt to use any NBN Service in a manner that:

(i) is unlawful; or

(ii) would cause us or our suppliers, to breach the nbn™ Co Wholesale Broadband Agreement;

(c) not damage, threaten, interfere with, cause the deterioration or degradation of the operation or performance of, or allow any of these acts to be done (including by a third party) to the nbn™ network, the NBN Service, our and our supplier's networks, systems, facilities or equipment or those of another person, or the provision by us or another person of services to you or another person on the nbn™ network;

(d) ensure that the networks, systems and equipment you use in connection with the nbn™ are technically compatible with the nbn™ and comply with and are used in accordance with, any NBN Policies and any legal requirements; and

(e) provide us with reasonable assistance to enable us to supply or maintain the NBN Services or to comply with our obligations (including notifying us promptly if you are aware of any material damage to nbn™ Co Equipment and ensuring your equipment used in connection with the NBN Service is maintained in good repair and working condition).

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- 3.2 You must reimburse us for any loss (including for the cost of repairs) or damage caused to us as a result of loss, theft or damage to nbn™ Co Equipment to the extent that you have caused or contributed to that loss, theft or damage.
- 3.3 You or an authorised representative who is over 18 will need to be present at the Premises if nbn™ Co needs to attend the Premises, as reasonably requested by us.
- 3.4 If you're not the owner of the Premises, you will need to seek approval from the owner for the installation (including location within the Premises) of the NBN Services and the nbn™ Co Equipment (if relevant).
- 3.5 If you are not the only account holder of fixed line services currently connected at the Premises, you must ensure that you have obtained the consent of all relevant account holders at the Premises before the installation of the NBN Services and notify us if any such account holder withdraws their consent prior to installation.
- 3.6 For the installation of NBN Services on the nbn™ network:
- (a) nbn™ Co will assess whether the installation is a standard installation, non-standard installation or a Subsequent Installation, at the time of an installation; and
 - (b) you can ask for the nbn™ Co Equipment to be installed in a particular location, but this may result in the installation being considered a non-standard installation. If the installation is a non-standard installation or a Subsequent Installation, then nbn™ Co will provide you with a quote for the additional costs, and will only perform the non-standard installation or Subsequent Installation if you agree. These additional charges will be billed to you by us.
- 3.7 You agree and acknowledge that:
- (a) we may disclose information about you to our suppliers and nbn™ Co as required for us to perform our obligations under our agreement with you, to enable our suppliers and nbn™ Co to exercise their rights or as otherwise required or permitted by law;
 - (b) NBN Services require 240-volt mains power at your Premises (which you are required to provide) to operate in the ordinary course;
 - (c) in relation to NBN Services provided over the nbn™ network via a Fibre-to-the-Premise or Fixed Wireless connection to your Premises:
 - (i) you are required to provide 240-volt mains power via a dedicated double power point located within 3 metres (unobstructed) of the NTD;
 - (d) in relation to NBN Services provided over the nbn™ network via a Hybrid-Fibre Coaxial (HFC) connection to your Premises:
 - (i) the nbn™ Co Equipment and ACN Equipment must always be connected to mains power supply directly;
 - (ii) if your mains power supply fails or the power is turned off, your NBN Services will not function. You will not be able to receive or make any telephone calls (including
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calls to Emergency 000 services) via the NBN Service and your ACN broadband service will also not work; and

(iii) any service level applicable to the NBN Service does not apply where your NBN Service is unworkable due to a power failure at your Premises or affecting equipment used by nbn™ Co and ACN for the purposes of supplying your NBN Service;

(e) nbn™ Co does not have a contractual relationship with you in regard to the supply of your service and nothing gives you any right, title or interest in any part of the nbn™ network or nbn™ Co Equipment used for the provision of NBN Services to your Premises;

(f) all cabling and equipment on your side of the Network Boundary Point is your responsibility, and if we provide you with equipment, responsibility for loss or damage to the equipment passes to you when it is delivered to your Premises;

(g) you are responsible for any loss or damage to us or another person or any of our networks, systems, facilities, equipment or sites or those of another person to the extent that such loss or damage was caused by you, your agents, suppliers, contractors or representatives. However, you are not liable for any loss or damage to the extent that it is caused by us, our suppliers or nbn™ Co or an installer.

3.8 We may immediately disconnect, deactivate, limit or suspend your NBN Service (in whole or part) or any network, system, facility or equipment you use in connection with the nbn™ at any time without notice to you:

(a) if you are in breach of clauses 3.1 or 3.9;

(b) without undertaking our own investigation of your conduct, if our supplier or through them nbn™ Co, informs us that your conduct is in breach of clauses 3.1 or 3.9

3.9 In order for us to comply with our *Supplier Agreements* you must:

(a) comply with our reasonable directions, instructions, policies and procedures in respect of the following:

(i) protecting the integrity of nbn™ or any other network, systems, equipment or facilities used by us or another person in connection with the nbn™;

(ii) ensuring the quality of any product or service supplied by nbn™ Co to us or any other person; or

(iii) protecting the health or safety of any person;

(b) not use your NBN Service to support:

(i) any substantial carrier or service provider data aggregation applications, (such as backhaul for mobile base stations or multiplexed access systems and/or networks) that result in substantial and continuous network throughput; or

(ii) connections for the purpose of providing or enabling carrier or service provider interconnection;

(c) comply with any reasonable requirements set out in NBN Pass-Through Information we may provide to you from time to time;

(d) comply with the Terms of Use of nbn™ Co Equipment (as amended from time to time), which can be found in Module 4 – Activations – of the nbn™ Co Operations Manual which can be found at http://www.nbnco.com.au/content/dam/nbnco2/documents/sfaa-wba2-operations-manual_20150213.pdf (or such other URL as nbn™ Co may use to locate the Terms of Use); and

(e) ensure that the networks, systems and equipment you use in connection with the nbn™ are technically compatible with the nbn™ network and comply with and are used in accordance with all reasonable procedures notified by us to you and any legal requirements.

3.10 In the event that the supply by our suppliers or through them nbn™ Co, to us of anything that is necessary for us to supply NBN Services to you:

(a) ceases, we may disconnect and cancel your NBN Service (in whole or part) by giving you, where possible, 6 months' notice, or where it is not possible, as much notice as is reasonably possible depending on all the relevant circumstances This includes if you are within your minimum term. If this happens, we will not charge you any applicable early termination charges; or

(b) is suspended or interrupted, we may restrict, suspend or limit your NBN Service (in whole or part) by giving you as much notice as is reasonably possible in the relevant circumstances. However, we are reliant on our suppliers and nbn™ Co to provide us with this information about the NBN.

4. Installation Charges

4.1 nbn™ Co may charge Service Providers to connect your Premises to the nbn™ where nbn™ Co identifies your Premises to be in a new development and subject to a charge (a New Development Charge). If applicable, we will bill the New Development Charge to you.

4.2 nbn™ Co may charge Service Providers to connect your Premises to the nbn™ where it is not possible to use the existing copper services that are present at your Premises or where you specifically request that a new line is installed in your Premises to connect the nbn™. If applicable, we will bill this charge (a Subsequent Installation Charge) to you.

4.3 nbn™ Co also imposes other charges on Service Providers including ACN under their Wholesale Broadband Agreement for miscellaneous activities, such as:

(a) non-standard installations;

(b) additional installations;

(c) changes to installations;

- (d) missed appointments (where you do not attend your Premises at the agreed appointment time);
- (e) cancelled appointments (where you cancelled or changed an agreed appointment time less than 1 hour before NBN Co dispatched its personnel);
- (f) repair, modification or removal of equipment (subject to your rights under consumer protection laws which apply and cannot be excluded);
- (g) invalid fault reports (where you report a fault with your NBN Service, and the nbn™ network or nbn™ Equipment are not found to be faulty); and
- (h) restored orders (where you ask for an order for NBN Service that has been put on hold to be restored).

4.4 ACN reserves the right to charge you for these miscellaneous activities. We will notify you of these charges when you make your appointment or before doing the work and will only request that the work is performed if you agree to pay these charges. These additional charges will be billed to you.

5. NBN Services – ACN broadband service

5.1 These terms apply if your NBN Service includes an ACN broadband service.

5.2 An NBN-compatible modem or router as provided by ACN is required to access your ACN broadband service.

5.3 You will also require nbn™ Equipment to access NBN Services provided over the nbn™ network via a Fibre-to-the-Premise, a Fixed Wireless or a HFC connection. This nbn™ Equipment is a Network Termination Device (NTD). This will be provided by nbn™ Co the first time that nbn is installed and activated at your Premises.

5.4 You acknowledge and agree that, in relation to our supply of your ACN broadband service:

- (a) the Service is a residential grade service and is not suitable for commercial purposes as it does not guarantee bandwidth or speed, or provide fixed IP addressing;
- (b) continuity and speed of access to the internet depend on a wide range of factors, most of which are beyond our control;
- (c) we have no control over the accuracy or appropriateness of content or information accessible over the internet;
- (d) we are not responsible for any software or other material available on the internet.

5.5 If your NBN Service does not include an ACN phone service or voice service, you acknowledge and agree that a fixed wire phone service or voice service will not be available for use, and as a consequence, you will not be able to make any phone calls. To make such calls (including 000 calls), you should have an alternative, such as a mobile phone service, available to you.

5.6 ACN broadband services are offered with a monthly data quota or an unlimited data quota. If you select an ACN broadband service with a monthly data quota, it is possible to exceed this monthly data allowance. If you exceed the monthly data allowance, we may reduce the speed of your connection to 128kbps (this is known as 'shaping'). Your data allowance will be reset at the beginning of the next billing period. Data is measured in bytes (B), and 1kB = 1000B, 1MB = 1000kB, 1GB = 1000MB.

6. NBN Services – ACN Digital Phone service

6.1 These terms apply if your NBN Service includes an ACN Digital Phone service.

Equipment

6.2 In order to access your ACN Digital Phone service you will require;

- (a) An NBN-Compatible modem or router provided by ACN
- (b) An ACN Phone Adapter as provided by ACN; and/or
- (c) A compatible mobile device for use with the ACN Companion application

Limitations on use

6.3 Your ACN Digital Phone service does not include phone calls made with an override code.

6.4 We provide a limited number of services and features compared to those available on the PSTN. The availability of a particular service or feature depends on the technical and commercial feasibility of providing that service or feature. These services and features have the same technical configuration, features and functions when supplied by us as when supplied by our Network Provider.

6.5 Most existing telephone devices will be supported by the ACN Digital Phone service on your NBN Service. However some older landline telephone handsets (such as a dial/rotary phone) may not work. Please check with the manufacturer/provider to check if your device is compatible.

6.6 The ACN Digital Phone service is not set up to function with non-voice systems including digital video recording systems, home security systems, personal response systems (medical alert/emergency call systems), medical monitoring equipment, fax machines and satellite TV systems. You agree that you have no claim against us for interruption or disruption of such systems by the NBN Service.

6.7 The ACN Digital Phone service cannot be used:

- (a) for operator connected calls or reverse charges (collect) calls;
 - (b) for some data and fax services (including international fax calls using the prefixes 0015 or 0019);
 - (c) to call information services such as premium number services (including calls to 1901 or 1902 prefix numbers); or
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(d) to call a satellite phone, including those connected to Singtel Optus MobileSat, Inmarsat, Iridium, Globalstar or Thuraya.

6.8 Calls using ACN Companion use your compatible devices data connection and therefore you may be liable to your mobile service provider for data usage charges (including additional roaming charges).

6.9 Calls via ACN Companion are tolled and charged as though the call originated from the registered address of your ACN Digital Phone service (as provided by you when you signed up for the service).

Emergency calls

6.10 The ACN Digital Phone service provides access to 000 emergency calls services whilst in use with an ACN Phone Adapter but has limitations compared to the access provided by standard telephone services. Given these limitations, you should have an alternative means of accessing 000 services.

6.11 If you dial 000 using an ACN Phone Adapter the ACN Digital Phone service will provide the emergency operator with location and call-back information based on the location information provided by you at the time you ordered your NBN Service (as subsequently amended by you). If you move the ACN Phone Adapter to another location without informing us of the new location details then the location information provided to the emergency services will be incorrect.

6.12 When you register for your NBN Service, you must provide us with the address of the physical location where you will be using the ACN Digital Phone service, and you must only use an ACN Phone Adapter from that location.

6.13 The ACN Digital Phone service, including 000 dialing, does not function in the following events:

- (a) a power failure or disruption;
- (b) following a power failure or disruption and prior to the resetting or reconfiguration of your ACN Phone Adapter if required to restart it;
- (c) service outages, service or port blocking, or service suspensions or terminations by your broadband provider or internet service provider;
- (d) network congestion or reduced bandwidth affecting the service provided by your broadband provider or internet service provider;
- (e) a Service outage, or suspension or termination of the Service by us in accordance with Our Terms.

6.14 '000' dialing is not available via ACN Companion. ACN Companion is not suitable if you are a customer with a serious illness or life threatening condition, if you require disability services, if you have a back to base alarm system or if you require an uninterrupted phone line.

6.15 In no event shall ACN, its officers, directors, employees or agents be liable for any claim, injury, damage or loss arising from or relating to 000 dialing unless the act or omission proximately causing the claim, damage or loss constitutes gross negligence, recklessness or intentional misconduct by ACN.

7. NBN Services – ACN phone service

7.1 These terms apply if your NBN Service includes an ACN phone service.

7.2 A NBN-compatible Home Network Gateway (**HNG**) may be provided by ACN to enable you to access the ACN phone service. We license you to use the HNG for the purpose of accessing the NBN Services. For clarification, you do not own the HNG and you may be required to return the HNG to us upon termination or disconnection of the NBN Services. If you do not choose to self-install the HNG, you may be required to pay additional Charges. If the HNG is damaged, you may be required to pay additional Charges for its replacement or repair.

7.3 Your ACN phone service does not include phone calls made with an override code.

7.4 We provide most services and features available on the PSTN. The availability of a particular service or feature depends on the technical and commercial feasibility of providing that service or feature. These services and features have the same technical configuration, features and functions when supplied by us as when supplied by our Network Provider.

7.5 Most existing telephone devices will be supported by the ACN phone service on your NBN Service. However some older landline telephone handsets (such as a dial/rotary phone), back-to-base alarm systems, personal response systems (medical alert/emergency call systems) and fax machines may not work. Please check with the manufacturer/provider to check if your device is compatible.

8. Plans

8.1 Different Plans are available subject to technical availability, with variations in Charges and other terms and conditions. Information about our Plans (including applicable Charges) may be found on our Website. Any data usage allowances, credits, discounts and bonuses applicable to a particular Plan cannot be accumulated beyond the month in which they are accrued. The value of these allowances, credits, discounts and bonuses cannot be transferred between customers or an individual customer's accounts, or redeemed for cash, even at account closure.

8.2 Where offered on a monthly invoicing period basis, the Charges and any applicable allowances, credits, discounts and bonuses are pro-rated according to the portion of the invoicing period over which the Plan was applied.

8.3 Some call and event types, including local calls where those calls are carried on a network other than that of the Local Exchange Carrier, international calls, global satellite calls, calls to special numbers (including but not limited to untimed calls which are not local calls), calls to premium numbers (for example, 1900 numbers), operator assisted calls, calls to Directory Assistance, and surcharges for the use of certain features are always ineligible for discounts

and inclusion in prepaid calls, included calls and minimum monthly spend requirements unless we expressly say otherwise.

- 8.4 Should you inadvertently choose a Plan that is not available to you, or not available for your service type or customer classification, or your eligibility for a Plan changes, we may automatically change your Plan by applying the appropriate Plan to your Service, without notice to you.
- 8.5 You may switch to an available Plan upon request, subject to any specified notice period or special restrictions in relation to certain Plans as specified, and provided that you agree to pay any Plan change fee or early termination fee applicable to your existing Plan. We may waive this fee in limited circumstances at our discretion.

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