

# Tangerine Telecom Customer Terms

## Part D – nbn Service Schedule

### 1 Application

This Service Schedule applies in addition to the General Terms when we supply you with an nbn Service.

### 2 nbn Service conditions

- (a) We can only supply you with an nbn Service if and for as long as your Service Address is serviced by the nbn.
- (b) After you switch to an nbn Service, you may not be able to access or switch back to non-nbn Services at that Service Address.

### 3 Providing information to nbn

We may provide information about you to nbn:

- (a) to facilitate the provision of an nbn Service to you;
- (b) to enable nbn to carry out its role and responsibilities or exercise its rights;
- (c) as specified in our privacy policy; or
- (d) as otherwise required or permitted by law.

### 4 Connecting your Service Address to the nbn

#### 4.1 *nbn connection charge*

- (a) If your Service Address is serviced by the nbn but not already connected to it, you may have to pay an extra connection charge for connection to the nbn.
- (b) We may invoice the connection charge in full in advance when you sign up for an nbn Service.
- (c) If we invoice the connection charge by monthly installments, the unpaid balance of the connection charge can be included in an Early Termination Fee if the nbn Service terminates before the end of your minimum or fixed term.

#### 4.2 *Landlord's consent*

If you do not own your Service Address:

- (a) you must obtain the owner's approval for connection to the nbn and the location of any associated equipment at the Service Address; and
- (b) whether or not you and the owner share the costs of connection is up to you and them; we will invoice you, and you must pay the invoice and recover any agreed contribution from the owner.

#### 4.3 *Consent – shared HFC sites*

If anyone else owns, uses or is the account holder for fixed line services delivered via an existing HFC service at or near your Service Address, you must obtain that person's approval for the installation of an nbn HFC Service on the nbn HFC Network, including their agreement that their existing service may be unavailable during the installation.

#### 4.4 *Consent – other shared sites*

If you are not the only account holder of fixed line services currently connected at your Service Address, you must obtain the approval of all other account holders at the Service Address for the installation of an nbn Service.

- 4.5 *Withdrawn approval*  
If:
- (a) a third party has given approval for the installation of an nbn Service at your Service Address; and
  - (b) that approval is withdrawn before the installation is completed –
  - (c) you must notify us immediately.
- 4.6 *Installing nbn Equipment*
- (a) nbn is an independent entity, responsible for installing all nbn Equipment.
  - (b) Our role is to request installation on your behalf. nbn manages and controls the process and its timing after that.
- 4.7 *Your cooperation*  
You must:
- (a) provide nbn and us with reasonable assistance to allow nbn to complete installation; and
  - (b) if reasonably requested, be present personally or by an authorised adult representative during installation.
- 4.8 *Access*  
You must give nbn or us access to:
- (a) enable the supply of an nbn Service to you;
  - (b) perform any work on or in relation to the nbn, nbn Equipment, our Network, or, where lawful, a third party's network whether or not associated with the supply of an nbn Service; and
  - (c) enable nbn to exercise its rights under or comply with the nbn Wholesale Broadband Agreement.
- 4.9 *nbn Connection Box*
- (a) nbn will determine its preferred position for an nbn Connection Box.
  - (b) If you request a different position:
    - (i) nbn will determine whether it can or will comply; and
    - (ii) if it does comply, it may deem your installation to be non-Standard, and additional costs may apply.
- 4.10 *FTTB Installations*  
If you order an FTTB Service and your Service Address is not FTTB-ready:
- (a) nbn will require access to the Service Address including its telecommunications infrastructure to make the Service Address FTTB-ready; and
  - (b) you must arrange that access with your building management.
- 4.11 *FTTC Installations*  
For nbn FTTC Services where your building has an MDF, you must procure that NBN Co has all necessary consents to use any in-premises or in-building wiring, cabling or equipment (including common property) at the building to supply your service. You must tell us immediately if any such consent is withdrawn.
- 4.12 *Installation appointments*
- (a) nbn may offer you a choice of appointment times through us, but we do not manage their schedule.
  - (b) We rely on nbn to tell us about rescheduling your appointment and will give you as much warning as we reasonably can.

- (c) Subject to the Consumer Guarantees:
  - (i) we do not promise that nbn will keep its appointments; and
  - (ii) we exclude liability for any loss or inconvenience you may suffer if it does not.

4.13 *Missed appointments*

If you miss an nbn installation appointment, you may be charged a missed appointment fee.

4.14 *Rescheduled appointments*

- (a) If you do not give us as much notice as possible (and at least one clear Business Day's notice) that you need to reschedule an nbn installation appointment, you may be charged a late cancellation fee.
- (b) If nbn or its installer requests or agrees, they may reschedule an appointment directly with you.

4.15 *Types of installation*

At the time of installation, nbn will assess whether it is:

- (a) a Standard Installation;
- (b) a Non-Standard Installation; or
- (c) a Subsequent Installation.

4.16 *Non-Standard and Subsequent Installations*

A Non-Standard Installation or a Subsequent Installation may incur additional costs; before starting a Non-Standard Installation or Subsequent Installation, nbn will:

- (a) provide you with a quote for any additional costs; and
- (b) only perform the installation if you agree to pay those costs (billed through us).

4.17 *Works you arrange*

- (a) All cabling, equipment and works on your side of the nbn Boundary are your responsibility.
- (b) Where you engage anyone to carry out works associated with an nbn Service, you must ensure that they are registered cablers, hold all relevant industry certifications and otherwise comply with all Laws.

**5 nbn Mains Power Requirements**

- (a) Normal operation of nbn Services requires the availability of mains power, which you must provide and maintain at your own cost.
- (b) For an nbn FTTP Service or an nbn Fixed Wireless Service, you must provide an unobstructed double power point located within 3 metres of the nbn Connection Box.

**6 nbn Back-up Power**

- (a) For an nbn FTTP Service or an nbn Fixed Wireless Service, you may ask nbn to supply and install a back-up battery and power supply unit with the nbn Connection Box for an extra charge.
- (b) If we supply you with a service that supports making voice calls using the UNI-V (voice) port of the nbn Connection Box, the back-up battery:
  - (i) for a limited time, will allow you to do so using a compatible handset that does not require mains power for normal operation connected to that port;
  - (ii) for a limited time, will supply power to the UNI-D (data) port of the Connection Box –

but will not supply power to devices that require their own power supply eg modems and cordless phones. Unless you make your own arrangements to supply these with a back-up power system, they will cease working during a power outage.

- (c) nbn publishes instructions on checking the condition and status of a back-up battery. If you have one, you must check it regularly in accordance with nbn's instructions.
- (d) An SLA (if any) for an nbn Service does not apply where the nbn Service is disrupted due to a power outage at the Service Address or to a flat or faulty back-up battery.

## **7 Effects of power failure**

### **7.1 *nbn FTTP Service or nbn Fixed Wireless Service***

If your nbn FTTP Service or nbn Fixed Wireless Service suffers a mains power outage:

- (a) You cannot use data services eg the internet, email or VOIP calling.
- (b) If you have a back-up battery that is not flat or faulty, you can make voice calls for a limited time via a handset that is compatible with the UNI-V port of your Connection Box and can draw sufficient power from it.
- (c) If you do not have a back-up battery, or it is flat or faulty, you cannot make or receive telephone calls (including to emergency numbers) using the nbn Service.

### **7.2 *nbn FTTN Service, nbn FTTB Service, nbn HFC Service or nbn Satellite Service***

If your nbn FTTN Service, nbn FTTB Service, nbn FTTC Service, nbn FTTC Service, nbn HFC Service or NBN Satellite Service suffers a mains power outage:

- (a) You cannot use data services eg the internet, email or VOIP calling.
- (b) You cannot make or receive telephone calls (including to emergency numbers) using the nbn Service.

## **8 Disruption to nbn FTTC Service**

An nbn FTTC Service may be temporarily interrupted if NBN Co performs any installation, activation or relocation work or other activities that affect the relevant DPU. Such activities may relate to other properties or nbn customers or their nbn Services.

## **9 Priority Assistance Services**

- (a) We do not offer priority assistance services. If anyone at your Service Address has a life threatening medical condition, please seek a provider that can offer you a priority assistance service, such as Telstra.
- (b) For your information, we advise that nbn will only support priority assistance services if you have a back-up battery and power supply unit.

## **10 nbn Services using existing copper wiring**

- (a) Some nbn Services make use of the copper wiring that may already be connected to or within your building and/or Service Address (eg nbn FTTN Services or nbn FTTC Services). These services require you to install a compatible VDSL2 modem inside your Service Address.
- (b) As part of the set up of these Services, nbn will disconnect that wiring from the existing telephone network and connect it to the nbn. During that process:
  - (i) nbn will notify your existing telecommunications service provider when disconnection has occurred.
  - (ii) You will no longer be able to use any phone, fax, internet service etc that was supplied over that wiring.
  - (iii) There will be a period when your previous service/s are disconnected but nbn Services are not yet available.

- (iv) If possible, you should have access to a mobile phone to make calls with during that period.

#### **11 nbn Services using HFC technology**

- (a) Some nbn Services make use of the Hybrid Fibre Coaxial (**HFC**) service that may already be connected to your Service Address.
- (b) As part of the set up of these Services, nbn will install and activate its own equipment. During that process:
  - (i) nbn will install an HFC radio frequency (RF) splitter so your existing services will work after the installation.
  - (ii) There will be a period when your existing HFC service/s (eg internet or pay TV) are not available.
- (c) If you do not require any of your existing services after the installation, you must arrange to cancel them.

#### **12 nbn Services using Fixed Wireless technology**

- (a) Some nbn Services are available through the Fixed Wireless network. As part of the set up of these Services, NBN Co will install and activate its own equipment. During that process:
  - (i) an NBN Co technician will attend to your property and conduct testing of signal strength;
  - (ii) if your Service Address has sufficient signal strength to support a Fixed Wireless Service, then an antenna will be installed onto the roof of your premise; and
  - (iii) a small hole will be drilled into your roof to allow connection to a nbn Connection Box which will be installed on an interior wall inside your premises.
- (b) If your Service Address has insufficient signal strength to support a Fixed Wireless Service, then NBN Co Equipment will not be installed and we will be unable to supply you with a Fixed Wireless Service.
- (c) Certain higher speed nbn Fixed Wireless plans require the installation of upgraded nbn Equipment to allow for access to increased speeds. See [website](#) and/or [Critical Information Summary](#) for Fixed Wireless plans that require upgraded Equipment.
- (d) As part of the set up of these higher speed plans, NBN Co may need to install and activate suitable Equipment that is compatible with a higher speed Fixed Wireless plan and/or upgrade your existing Equipment. During that process, if you order a higher speed Fixed Wireless Service:
  - (i) where installation and/or upgrade of nbn Equipment at your Service Address is necessary then we will first connect you to a lower speed Fixed Wireless Plan provided your Service Address already has compatible nbn Equipment installed;
  - (ii) an nbn technician will attend to your property and conduct testing of signal strength;
  - (iii) if your Service Address has sufficient signal strength to support a higher speed Fixed Wireless Service, then the NBN Co technician will proceed with installation and/or upgrade of the nbn Equipment, as necessary; and
  - (iv) following successful installation and/or upgrade of nbn Equipment, we will move your Service to the higher speed plan after this is completed.
- (e) If your Service Address has insufficient signal strength to support a higher speed Fixed Wireless Service, then upgraded nbn Equipment will not be installed and you will remain on the lower speed Fixed Wireless plan.

### 13 Incompatible services

- (a) Our nbn Services may not support specialised third party services like medical alarms, security alarms, elevator emergency phones, fire indicator panels or EFTPOS machines.
- (b) If you use a specialised service, please contact the provider of that service to discuss your needs and, if possible, how to migrate the service to the nbn. We do not provide support for these specialised services.

### 14 Setting up your in-premises equipment

- (a) As well as an active nbn Connection Box, you will need in-premises equipment (eg a modem) to use an nbn Service.
- (b) Unless we expressly agree to supply and/or set up your modem or other in-premises equipment, you are responsible for doing so, using instructions we will supply.
- (c) We do not have to agree to supply and/or set up your modem or other in-premises equipment but if we do, extra Charges will apply.

### 15 nbn Service speed

Predicting actual nbn Service speeds is difficult, as they depend on several factors such as your distance from an exchange (where applicable), the network connecting the exchange, your equipment and software and internet traffic. Devices that connect to your modem by wi-fi may operate at slower speeds than those connected by cable.

### 16 NBN Co liability

- (a) This clause has effect to the fullest extent allowed by Law.
- (b) You must not make, and you release NBN Co, its Related Bodies Corporate and/or their respective Personnel from, any Claim against any of them in connection with or arising out of the nbn Wholesale Broadband Agreement (**Excluded Claim**).
- (c) You indemnify NBN Co, its Related Bodies Corporate and their respective Personnel against any Losses any of them may suffer or incur arising from or in connection with an Excluded Claim.
- (d) If you make an Excluded Claim, you must indemnify us against any Losses we may suffer or incur by virtue of our obligation under the nbn Wholesale Broadband Agreement to indemnify NBN Co, its Related Bodies Corporate and/or their respective Personnel in respect of any Losses they may suffer or incur arising from or in connection with the Excluded Claim.

### 17 Our liability

If:

- (a) you would, but for this clause, have a Claim against us; and
- (b) we would, but for the nbn Wholesale Broadband Agreement, have a right to claim contribution or indemnity from nbn in relation to your Claim; and
- (c) the nbn Wholesale Broadband Agreement precludes us from claiming such contribution or indemnity –

then you must not make, and you release us from, the Claim to the extent of the contribution or indemnity for which nbn would have been liable but for the nbn Wholesale Broadband Agreement.

### 18 Other terms – applicable to all Customers

#### 18.1 *nbn compliance*

You must ensure that the equipment, networks or systems you use with the nbn:

- (a) are technically compatible with the nbn; and
  - (b) comply and are used in accordance with all Laws.
- 18.2 *No pass through breaches*

You must not use or attempt to use any nbn Service in a way that causes, or would cause, us or nbn to breach the nbn Wholesale Broadband Agreement.
- 18.3 *No unlawful use*

You must not use an nbn Service unlawfully.
- 18.4 *No damage*

You must not (and must not allow anyone else to) damage, threaten, interfere with, cause the deterioration or degradation of the operation or performance of, nbn, an nbn Service, our Network, systems, facilities or equipment or those of another person, or the provision by us or another person of services to you or anyone else.
- 18.5 *No relocation of nbn Connection Box*

You must not relocate an nbn Connection Box to a Service Address other than that where it was originally installed. An nbn Service connected to a relocated Service Address may be terminated without notice.
- 18.6 *Providing assistance and complying with directions*

You must reasonably assist us:

  - (a) to supply or maintain your nbn Service; and
  - (b) to comply with our obligations to nbn.
- 18.7 *Associated equipment*
  - (a) If you become aware that any nbn Equipment used to supply your nbn Service is damaged or faulty, you must notify us.
  - (b) You must ensure your equipment used with your nbn Service is maintained in good repair and working condition.
- 18.8 *Cooperation with directions*

You must follow our reasonable directions, instructions, policies and procedures concerning:

  - (a) protecting the integrity of the nbn, our Network or any third party network or equipment;
  - (b) protecting the health or safety of any person.
- 18.9 *Changes and repairs to nbn Equipment*

Except for work carried out under a Consumer Guarantee, if you want nbn to change or repair nbn Equipment, nbn will:

  - (a) give you a quote for the work; and
  - (b) only perform work if you agree to pay for it.

Alternatively, nbn may give us a quote for the work, and we will only direct nbn to proceed with it if you agree to pay for it.
- 18.10 *Erroneous fault reports*

If:

  - (a) you make a fault report in relation to an nbn Service; and
  - (b) nbn determines there was no fault with the nbn; and
  - (c) nbn charges us in connection with the erroneous fault report –

you must pay or reimburse the charge.

#### 18.11 *nbn Fair Use Policy*

Note: The nbn Fair Use Policy applies to all nbn Services, including nbn Satellite Services. It includes specific usage limits for nbn Satellite Services. See clause 18.12 for more information.

You must comply with the nbn Fair Use Policy, including:

- (a) not using the nbn in a way that causes or may cause interference, disruption, or congestion;
- (b) not undertaking (or attempting to undertake) any of the following without permission:
  - (i) accessing material or data or logging in to a server or account unlawfully;
  - (ii) disabling, disrupting or interfering with the regular working of any service or network, including, without limitation, via means of overloading it, denial or service attacks or flooding a network;
  - (iii) probing, scanning or testing the vulnerability of a system or network; or
  - (iv) breaching the security or authentication measures for a service or network;
- (c) not using 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;
- (d) ensuring that the networks, systems, equipment and facilities you use in connection with the nbn are technically compatible with the nbn network and comply with and are used in accordance with:
  - (i) all reasonable procedures notified to you by us or nbn; and
  - (ii) all Laws; and
  - (iii) not using or attempting to use your nbn Service, or allow it to be used in any way which:
    - (iv) would cause us to breach our obligations to nbn;
    - (v) would damage, threaten, interfere with, cause the deterioration or degradation of the operation or performance of the nbn, our Network, or any third party network, or the provision of services to you or anyone else on the nbn.

Severe or persistent breaches of the nbn Fair Use Policy may result in the suspension or termination of your nbn Service by nbn.

#### 18.12 *nbn Fair Use Policy – nbn Satellite Service usage limits*

- (a) You should refer to the nbn Fair Use Policy for full details of nbn's satellite usage limitations, but in outline:
  - (i) You may not exceed 75GB of peak period (7am to 1am in your time zone) usage over any 4 week rolling period.
  - (ii) You may not exceed 150GB of off-peak period (1am to 7am in your time zone) usage over any 4 week rolling period.
- (b) If you exceed nbn's limits:
  - (i) nbn (not we) will restrict the speed of your nbn Service to 256kbps (uploads and downloads) until it determines that your usage complies with the nbn Fair Use Policy – this will occur whether or not you have used your full monthly data allowance; or
  - (ii) if your Plan includes an option to buy an extra data allowance for a period, you may do so and avoid a speed restriction – but extra Charges apply.



- (c) If you are speed restricted by nbn and then use the remainder of your monthly data allowance, we may further restrict your speed for the balance of your monthly billing period, as specified in your Plan.
- (d) To avoid exceeding nbn Satellite Service usage limits, you should monitor your usage carefully using the monitoring tool on our web site.

18.13 *nbn Operations Manual*

You must comply with the nbn Operations Manual as far as it is relevant to your use of an nbn Service or nbn Equipment.

18.14 *Immediate disconnection, etc*

We may immediately disconnect, terminate, deactivate, suspend or limit all or part of your an Service or any associated network, system, facility or equipment at any time without notice to you if you are in breach of clauses 4.8, 18.2, 18.3, 18.4, 18.6 or 19 (or if nbn informs us that you are in such breach, whether or not we independently verify that).

18.15 *Additional termination rights*

In addition to our rights under the General Terms, we may terminate an nbn Service:

- (a) immediately, without notice and without undertaking our own investigation of your conduct, if nbn informs us that your conduct is in breach of your Contract as it applies to an nbn Service; or
- (b) on as much notice as is practicable in the circumstances, if nbn suspends, interrupts or terminates the supply of anything that is necessary for us to supply the nbn Service to you –

but you must still pay us for any Charges incurred before termination.

18.16 *Liability*

In addition to your liability under the General Terms, you are responsible for any loss or damage suffered by us or anyone else or any of our networks, systems, facilities, equipment or sites or those of anyone else to the extent that such loss or damage was:

- (a) caused by you, your agents, suppliers, contractors or representatives; or
- (b) your failure to obtain permission to install the nbn Service from the owner of your Service Address –

except to the extent that the loss or damage was caused by us or nbn.

**19 Other terms – Applicable only to ACL Consumers and ACL Small Businesses**

This clause applies if you are an ACL Consumer or an ACL Small Business.

19.1 *Following reasonable directions*

You must comply with our reasonable directions, requirements, instructions, policies and procedures in respect of:

- (a) protecting the integrity of the nbn or any other network, systems, equipment or facilities used by us or anyone else in connection with the nbn;
- (b) ensuring the quality of any product or service supplied by nbn to us or anyone else; or
- (c) protecting the health or safety of any person.

19.2 *nbn Information*

You must comply with any reasonable directions, requirements, instructions, policies and procedures set out in nbn Information we may provide to you.

19.3 *Termination, suspension, etc*

If nbn's supply of anything that is necessary for us to supply nbn Services to you:

- (a) terminates – we may terminate all or part of your nbn Service by giving you as much notice as is practicable, up to six months if possible, without any Early Termination Fee; or
- (b) is restricted, suspended, limited or interrupted – we may restrict, suspend, limit or interrupt all or part of your nbn Service by giving you as much notice as is practicable

–  
but we may not be aware of any impending termination, restriction, suspension, limitation or interruption unless and until nbn notifies us about it.

## **20 Other terms – not applicable to ACL Consumers and ACL Small Businesses**

This clause applies if you are not an ACL Consumer or an ACL Small Business.

### **20.1 *Variation of your Contract***

If nbn amends the nbn Wholesale Broadband Agreement, or it is replaced by a new nbn wholesale agreement, we can unilaterally vary your Contract in accordance with the Telco Act so as to comply with our obligations under the amended Wholesale Broadband Agreement or new nbn wholesale agreement.

### **20.2 *Compliance with nbn Policies***

You must use and deactivate nbn Services and nbn Equipment in compliance with nbn Policies.

### **20.3 *Health and safety***

You must not use an nbn Service or associated equipment in a way that harms or may harm the health or safety of any persons.

### **20.4 *Immediate disconnection, etc***

We may immediately disconnect, terminate, deactivate, suspend or limit all or part of your Service or any associated network, system, facility or equipment at any time without notice to you if:

- (a) you are in breach of clauses 20.2 or 20.3; or
- (b) nbn ceases, suspends, or interrupts the supply to us of anything we require to supply the nbn Service to you.

## **21 Acknowledgments about nbn Services**

You acknowledge and agree that:

- (a) we are the sole provider of your nbn Service;
- (b) nbn is not providing the nbn Service or any other products or services to you;
- (c) there is no contract between you and nbn;
- (d) you have no right, title or interest (legal, equitable or statutory) in any nbn Equipment or any part of the nbn; and
- (e) subject to the Consumer Guarantees, to the maximum extent permitted by law nbn is not liable for any loss or damage arising from or in connection with nbn Services.