

Last Updated: 30 March 2026

## **EziCom Pty Ltd ACN 678 361 763 TA EziBroadband (“Ezi”, “we”, “us”, “our”)**

This Service Schedule may be updated from time to time. The current version will always be available on our website. We will provide you with at least 30 days' written notice of any material changes to this Service Schedule that may adversely affect your rights or obligations. Continued use of our Services after the notice period constitutes acceptance of the updated Service Schedule. If you do not accept the changes, you may terminate the Service without penalty by providing written notice to us before the changes take effect.

### **Part E – nbn Service Schedule**

#### **1. Application**

This Service Schedule applies in addition to the Customer Terms, Policies and Critical Information Summaries 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 Co.
- (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 Co**

Subject to our obligations under the Privacy Act 1988 (Cth) and the Australian Privacy Principles, we may provide information about you to NBN Co:

- (a) to facilitate the provision of an nbn Service to you;
- (b) to enable NBN Co 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**

- (a) **nbn Connection Charge**
  - i. If your Service Address is serviced by the NBN Co but not already connected to it, you may have to pay an extra connection charge for connection to the nbn.
  - ii. We may invoice the connection charge in full in advance when you sign up for an nbn Service.
  - iii. If we invoice the connection charge by monthly installments, the unpaid balance of the connection charge will be payable as a debt owing to us if the nbn Service terminates before the end of your minimum or fixed term.

**(b) Landlord's Consent**

If you do not own your Service Address:

- i. you must obtain the property owner's approval for connection to the nbn and the location of any associated equipment at the Service Address; and
- ii. whether or not you and the owner share the costs of connection is a matter between you and them; we will invoice you, and you must pay the invoice in full. Any recovery of agreed contributions from the owner is your responsibility and we have no involvement in such arrangements.

**(c) 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.

**(d) 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.

**(e) Withdrawn Approval**

If:

- i. a third party has given approval for the installation of an nbn Service at your Service Address; and
- ii. that approval is withdrawn before the installation is completed;

Then you must notify us immediately.

**(f) Installing nbn Equipment**

- i. NBN Co is an independent entity, responsible for installing all nbn Equipment.
- ii. Our role is to request installation on your behalf. NBN Co manages and controls the process and its timing after that.

**(g) Your Cooperation**

You must:

- i. provide NBN Co and us with reasonable assistance to allow NBN Co to complete installation; and
- ii. if reasonably requested, be present personally or by an authorised adult representative during installation.

(h) **Access**

Subject to reasonable notice and at reasonable times, you must give NBN Co or us access to:

- i. enable the supply of an nbn Service to you;
- ii. perform any work on or in relation to the nbn, nbn Equipment, our Network, or, where lawful, a third party's network, provided such work is reasonably necessary for the supply or maintenance of an nbn Service to you or other customers; and
- iii. enable NBN Co to exercise its rights under or comply with the nbn Wholesale Broadband Agreement.

(i) **nbn Connection Box**

- i. NBN Co will determine its preferred position for an nbn Connection Box.
- ii. If you request a different position:
  - a. NBN Co will determine whether it can or will comply; and
  - b. if it does comply, it may deem your installation to be non-Standard, and you will be notified of any additional costs before they are incurred, which you must approve in writing before work proceeds.

(j) **FTTB Installations**

If you order an FTTB Service and your Service Address is not FTTB-ready:

- i. NBN Co will require access to the Service Address including its telecommunications infrastructure to make the Service Address FTTB-ready; and
- ii. you must use reasonable endeavours to arrange that access with your building management, and we acknowledge that such access may be subject to building management approval which is beyond your control.

(k) **FTTC Installations**

For nbn FTTC Services where your building has an MDF, you must use reasonable endeavours to 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, acknowledging that such consents may be subject to third party approval beyond your control. You must tell us immediately if any such consent is withdrawn.

(l) **Installation Appointments**

- i. NBN Co may offer you a choice of appointment times through us, but we do not manage their schedule.

- ii. We rely on NBN Co to tell us about rescheduling your appointment and will give you as much warning as we reasonably can.
- iii. Subject to the Consumer Guarantees:
  - a. we do not promise that NBN Co will keep its appointments; and
  - b. to the extent permitted by law, we exclude liability for any loss or inconvenience you may suffer if NBN Co does not keep its appointments, except where such loss arises from our negligence, wilful misconduct, breach of a non-excludable consumer guarantee, or breach of any other non-excludable statutory obligation.

**(m) Missed Appointments**

If you miss an nbn installation appointment without providing at least one clear Business Day's notice, you may be charged a missed appointment fee as specified in our current Rate Card (available on our website) or as otherwise notified to you in writing prior to the appointment.

**(n) Rescheduled Appointments**

- i. If you do not give us 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 as specified in our Rate Card (available on our website).
- ii. If NBN Co or its installer requests or agrees, they may reschedule an appointment directly with you.

**(o) Types of Installation**

- i. At the time of installation, NBN Co will assess whether it is:
  - a. a Standard Installation;
  - b. a Non-Standard Installation; or
  - c. a Subsequent Installation.

**(p) 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 Co will:

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

**(q) Works You Arrange**

- i. All cabling, equipment and works on your side of the nbn Boundary are your responsibility.
- ii. Where you engage anyone to carry out works associated with an nbn Service, you must take reasonable steps to ensure that they are registered cablers (where registration is required under

the Telecommunications Act 1997 (Cth)), hold all relevant industry certifications and otherwise comply with all applicable Laws. You agree to provide us with evidence of such registration and certifications if we reasonably request it.

## 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. You acknowledge that you are responsible for ensuring mains power supply to support the nbn Services.
- (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 e.g. modems and IP 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 Co 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 Co'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 a Power Failure

### (a) nbn FTTP Service or nbn Fixed Wireless Service

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

- i. You cannot use data services e.g. the internet, email or VOIP calling.
- ii. 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.
- iii. 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.

(b) **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:

- i. You cannot use data services e.g. the internet, email or VOIP calling.
- ii. 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 currently offer priority assistance services as defined under Priority Assistance for Life Threatening Medical Conditions Industry Code. If anyone at your Service Address has a life-threatening medical condition or requires priority assistance for any other reason, we recommend you seek a provider that can offer you a priority assistance service. You acknowledge that our services do not include priority assistance features and you agree not to rely solely on our services for critical health or safety purposes. You should maintain alternative communication methods for emergency situations. If you become aware of any person at your Service Address developing a life-threatening medical condition or requiring priority assistance, you must notify us immediately so we can discuss available options, which may include facilitating a transfer to an appropriate service provider.
- (b) For your information, we advise that NBN Co 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 (e.g. 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 Co will disconnect that wiring from the existing telephone network and connect it to the nbn. During that process:
  - i. NBN Co 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. We will use reasonable endeavours to minimise this period. During this transition period, you will not have access to telephone, internet, or other telecommunications services previously provided over the disconnected wiring. You acknowledge and accept this service interruption as an inherent part of the transition to nbn Services. To the extent permitted by law, and subject to our obligations under the Australian Consumer Law, we exclude liability for any loss, damage, or inconvenience suffered during this transition period, except where such loss arises from our negligence, wilful misconduct, or breach of a non-excludable consumer guarantee. We strongly recommend you make alternative arrangements for critical communications during this period.
- 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 Co will install and activate its own equipment. During that process:
  - i. NBN Co 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 (e.g. 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. You are responsible for any charges, fees, penalties, or other costs imposed by your existing service providers for cancellation, continued service, or early termination, except to the extent we have expressly agreed in writing to assume responsibility for such costs. We are not responsible for any costs, losses, or claims associated with your existing services, including but not limited to cancellation fees, contract break costs, or ongoing service charges, except to the extent that such liability cannot be excluded under the Australian Consumer Law.

## 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 (approximately 10-20 mm) will be drilled to allow connection to an nbn Connection Box which will be installed on an interior wall inside your premises. You consent to this installation work and acknowledge that it will involve permanent modifications to your property. You warrant that you have obtained all necessary permissions from property owners, landlords, or body corporate if you are not the owner of the premises. You agree to indemnify us against any claims, losses, or damages arising from your failure to obtain such permissions, except to the extent caused by our negligence or wilful misconduct. You acknowledge that you may be responsible for restoration costs if the service is later disconnected, subject to any rights you may have under the Australian Consumer Law.
- (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 our 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 Co 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 the 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 and may not be compatible with specialised third-party services like medical alarms, security alarms, elevator emergency phones, fire indicator panels, EFTPOS machines, or similar critical services. We strongly recommend that you do not rely on our nbn Services for any such critical or emergency services and that you maintain alternative arrangements for such services.

- (b) If you use a specialised service, you must contact the provider of that service before ordering our nbn Services to discuss your needs and, if possible, how to migrate the service to the nbn. We do not provide support for these specialised services and, to the maximum extent permitted by law, we are not liable for any failure, malfunction, incompatibility, loss, damage, injury, or death arising from or related to such services or their use with our nbn Services, except where such liability cannot be excluded under the Australian Consumer Law or other applicable law. You acknowledge that migration of specialised services may not be possible and you may need to source alternative solutions. You agree to indemnify us against any claims arising from your use or attempted use of specialised services with our nbn Services, except to the extent such claims arise from our negligence, wilful misconduct, or breach of the Australian Consumer Law.

#### 14. Setting Up Your In-Premises Equipment

- (a) As well as an active nbn Connection Box, you will need in-premises equipment (e.g. a modem/router) to use an nbn Service.
- (b) Unless we expressly agree to supply and/or set up your modem/router 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/router 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) To the maximum extent permitted by law, 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 or the provision of nbn services (Excluded Claim), except for claims that cannot be excluded under the Australian Consumer Law or for personal injury or death caused by negligence.
- (c) You agree to indemnify and keep indemnified NBN Co, its Related Bodies Corporate and their respective Personnel against any and all Losses, costs, expenses (including reasonable legal costs), damages, and liabilities any of them may suffer or incur arising from or in connection with an Excluded Claim, except to the extent such Losses arise from the negligence or wilful misconduct of NBN Co, its Related Bodies Corporate or their respective Personnel.

- (d) If you make an Excluded Claim that is not prohibited by law, you agree to indemnify and hold us harmless against any direct Losses, costs, expenses (including reasonable legal costs), damages, and liabilities 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, provided that:
- i. we have acted reasonably to mitigate such Losses;
  - ii. such indemnity does not extend to Losses arising from our own negligence or wilful misconduct.

## 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 Co in relation to your Claim; and
- (c) the nbn Wholesale Broadband Agreement precludes us from claiming such contribution or indemnity;

then, to the maximum extent permitted by law, you must not make, and you release us from, the Claim to the extent of the contribution or indemnity for which NBN Co would have been liable but for the nbn Wholesale Broadband Agreement, except for claims that cannot be excluded under the Australian Consumer Law. You acknowledge that this release is given for valuable consideration and is intended to be binding and enforceable to the maximum extent permitted by law.

## 18. General Terms

### (a) nbn Compliance

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

- i. are technically compatible with the nbn; and
- ii. comply and are used in accordance with all Laws.

### (b) 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 Co to breach the nbn Wholesale Broadband Agreement.

### (c) No Unlawful Use

You must not use an nbn Service unlawfully.

(d) **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.

(e) **No Damage**

You must not (and must use reasonable efforts to ensure that others do not) intentionally or negligently damage, threaten, interfere with, or cause material 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.

(f) **No Relocation of an 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.

(g) **Providing Assistance and Complying with Reasonable Directions**

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

- i. the supply and maintenance of your nbn Service;
- ii. our compliance with our obligations to NBN Co;
- iii. 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 Service;
- iv. ensuring the quality of any product or service supplied by NBN Co to us or anyone else; or
- v. protecting the health or safety of any person.

(h) **nbn Information**

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

(i) **nbn Operations Manual**

You must comply with the nbn Operations Manual (available at [nbnco.com.au](http://nbnco.com.au)) as far as it is relevant to your use of an nbn Service or nbn Equipment.

(j) **Associated Equipment**

- i. If you become aware that any nbn Equipment used to supply your nbn Service is damaged or faulty, you must notify us.
- ii. You must ensure your equipment used with your nbn Service is maintained in good repair and working condition.

(k) **Changes and Repairs to nbn Equipment**

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

- i. give you a quote for the work; and
- ii. only perform work if you agree to pay for it.
- iii. Alternatively, NBN Co may give us a quote for the work, and we will only direct NBN Co to proceed with it if you agree to pay for it.

(l) **Erroneous Fault Reports**

If:

- i. you make a fault report in relation to an nbn Service; and
- ii. NBN Co determines there was no fault with the nbn; and
- iii. NBN Co charges us in connection with the erroneous fault report;

then you must pay or reimburse us for the reasonable charge within 30 days of receiving our invoice, provided that:

- iv. we have first given you reasonable notice of NBN Co's determination, the amount of the charge, and a reasonable explanation of why the fault report was determined to be erroneous;
- v. you have been given a reasonable opportunity of at least 10 business days to dispute the determination; and
- vi. if you dispute the determination in good faith, payment is not required until the dispute is resolved.

(m) **nbn Fair Use Policy**

Please Note: The nbn Fair Use Policy (available at [nbnc0.com.au](http://nbnc0.com.au)) applies to all nbn Services, including (in addition to clause 18(n)) nbn Satellite Services.

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

- i. not using the nbn in a way that causes or may cause interference, disruption, or congestion;
- ii. not undertaking (or attempting to undertake) any of the following without permission:
  - a. accessing material or data or logging in to a server or account unlawfully;
  - b. disabling, disrupting or interfering with the regular working of any service or network, including, without limitation, via means of overloading it, denial of service attacks or flooding a network;
  - c. probing, scanning or testing the vulnerability of a system or network; or
  - d. breaching the security or authentication measures for a service or network;

- iii. not using your nbn Service to support:
  - a. 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
  - b. connections for the purpose of providing or enabling carrier or service provider interconnection;
- iv. 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:
  - a. all reasonable procedures notified to you by us or NBN Co; and
  - b. all Laws; and
  - c. not using or attempting to use your nbn Service, or allowing it to be used in any way which:
    - i. would cause us to breach our obligations to NBN Co;
    - ii. 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 Co, provided that we will give you at least 5 business days' notice before any such suspension or termination where practicable, except in cases of serious or urgent breaches that pose an immediate risk to network integrity or safety. Where we suspend or terminate your service, you will have the right to dispute the suspension or termination and we will review your dispute in good faith before any termination becomes final.

(n) **nbn Fair Use Policy – nbn Satellite Service Usage Limits**

- i. You should refer to the nbn Fair Use Policy (available at [nbnco.com.au](http://nbnco.com.au)) for full details of nbn's satellite usage limitations, but in outline:
  - a. You may not exceed 75GB of peak period (7am to 1am in your time zone) usage over any 4-week rolling period;
  - b. You may not exceed 150GB of off-peak period (1am to 7am in your time zone) usage over any 4-week rolling period.
- ii. If you exceed NBN Co's limits:
  - a. NBN Co (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

- b. 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.
- iii. If you are speed restricted by NBN Co 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.
- iv. To avoid exceeding nbn Satellite Service usage limits, you should monitor your usage carefully using the monitoring tool on our web site.

(o) **NBN Co Supply Termination, Suspension and Other**

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

- i. terminates – we may terminate all or part of your nbn Service by giving you at least 30 days' notice where practicable, and up to six months' notice if possible, without any Early Termination Fee; or
- ii. 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, and in any event at least 24 hours' notice except in cases of emergency;

but we may not be aware of any impending termination, restriction, suspension, limitation or interruption unless and until NBN Co notifies us about it, and we will use reasonable endeavours to notify you as soon as practicable after we become aware of any such impending action.

(p) **Immediate Disconnection**

We may immediately disconnect, terminate, deactivate, suspend or limit all or part of your nbn Service or any associated network, system, facility or equipment at any time without prior notice to you if you are in material breach of clauses 4(h), 18(b), 18(c), 18(d) or 18(f), provided that we have made reasonable efforts to independently verify such breach and, except where immediate action is necessary to prevent serious harm or network damage, we will provide you with written notice and an opportunity to remedy the breach within 48 hours before taking action.

(q) **Additional Termination Rights**

In addition to our rights under the General Terms, we may terminate an nbn Service with immediate notice after making reasonable efforts to independently investigate your conduct, if NBN Co informs us that your conduct is in material breach of your Contract as it applies to an nbn Service, provided we give you written notice and a reasonable opportunity of at least 48 hours to respond to the allegations before termination, except where immediate termination is necessary to prevent serious harm or network damage, but you must still pay us for any Charges incurred before termination.

(r) **Variation of Your Contract**

If NBN Co or our nbn Wholesale Supplier amends our nbn Wholesale Agreement, or it is replaced by a new nbn Wholesale Agreement:

- i. we can vary your Contract so as to comply with our obligations under the amended or new Wholesale Agreement, provided that such variations do not materially adversely affect your rights or increase your obligations under this Contract, and we provide you with written notice of such variations at least 30 days in advance;
- ii. we may increase your Charges to correspond with any material increases in our direct costs or obligations under the amended or new Wholesale Agreement, provided that we give you at least 30 days' notice of such increase, and you have the right to terminate the Contract without penalty if the increase exceeds 5% of your then-current Charges.

(s) **Your Liability**

In addition to your liability under the General Terms, you are responsible for any direct loss or damage suffered by us or our Wholesale Supplier or any of our networks, systems, facilities, equipment or sites or those of other affected parties to the extent that such loss or damage was reasonably foreseeable and directly caused by your willful misconduct or negligence and:

- i. caused by you, your agents, suppliers, contractors or representatives; or
- ii. your failure to obtain permission to install the nbn Service from the owner of your Service Address, provided that we have given you clear written notice of the requirement to obtain such permission prior to installation;

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

**19. 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 and any other rights that cannot be excluded by law and to the maximum extent permitted by law, NBN Co is not liable to you for any loss or damage arising from or in connection with nbn Services, and we are not liable to you for any loss or damage caused by NBN Co's acts or omissions in connection with nbn Services.