

Additional Terms and Conditions for Australia Customers

Additional Definitions:

Fibre Build means means any construction, configuration, extension and upgrade activities which are ancillary or incidental to the supply of NBN Access.

NBN Access means Access that relies on or uses, in whole or part, the NBN Network.

NBN Co means NBN Co Limited (ACN 136 533 741)

NBN Connection Box means a network termination device supplied by NBN Co for the supply of NBN Access.

NBN Equipment means any Service Equipment that is owned, operated or controlled by NBN Co that is provided to Customer for use as part of, or in connection with, NBN Access;

NBN Fibre Network means the network that comprises solely of a fibre line and that is owned or controlled by, or operated by or on behalf of, NBN Co (to avoid doubt, excludes the NBN Other Networks).

NBN Network means the networks, systems, equipment, facilities and any other items that are used, licensed, owned or controlled by or on behalf of NBN Co, including the NBN Fibre Network and the NBN Other Networks and includes any NBN Service Equipment, NBN systems and facilities.

NBN Other Networks means the fibre to the building (FTTB) network, the fibre to the curb (FTTC) network, the fibre to the node (FTTN) network and the hybrid fibre coaxial cable (HFC) network all owned or controlled by, or operated by or on behalf of, NBN Co.

NBN Policies means those instructions, policies and procedures issued and updated from time to time by NBN Co relating to the appropriate use of NBN Access, as published by NBN Co and made publically available from time to time. The NBN Policies include the NBN Fair Use Policy, the NBN Equipment terms of use as issued and updated from time to time by NBN Co, the Operations Manual and information provided to Verizon by a NBN Supplier that is relevant to Customer in accessing or using the NBN Access.

NBN Requirements means the conditions on which NBN Co supplies directly or indirectly supplies NBN Access to Verizon, including the NBN Policies and the Wholesale Broadband Agreement.

NBN Supplier in this context means NBN Co or other suppliers to Verizon of NBN Network related services that are an input into the NBN Access.

Power means 240-volt mains power.

Wholesale Broadband Agreement means the standard NBN Co Wholesale Broadband Agreement for the supply of the Access is located at <http://nbnco.com.au/getting-connected/service-providers/agreements/wba.html/> (or such other URL as NBN Co may use to locate that agreement) as modified and updated from time to time.

Additional Clauses:

1. In respect of NBN Access Verizon must ensure compliance the NBN Requirements. As such Customer agrees to the following additional provisions:
 - 1.1 Customer will allow, as required, Verizon and its NBN Supplier to permanently disconnect and discontinue the supply of any product or services supplied to the Customer Site and any incidental activities to install the NBN Access. Once disconnected existing services will not be reconnected under any circumstances, no services may be purchased in the future over the underlying access technology and any priority assistance services may no longer work.
 - 1.2 Customer must:
 - (a) provide Verizon and its NBN Supplier with safe and timely access to the Customer Site to:
 - (i) enable the supply of NBN Access;
 - (ii) perform any work on or in relation to the NBN Network, NBN Equipment or a third party's network whether or not in connection with the supply of the NBN Access; and
 - (iii) enable the NBN Supplier to exercise its rights or perform obligations in accordance with the NBN Requirements
 - (b) ensure that all permissions and approvals are obtained from the owner of the premises in which the Customer Site is located for the (a) permanent disconnection of any existing services as required; (b) installation of the NBN Access and the NBN Equipment (if any); and (c) use, as required, of any in-premises or in-building wiring or cabling or equipment (including common property) at the Customer Site to supply NBN Access.
 - (c) use and deactivate the NBN Access and NBN Equipment in compliance with NBN Policies. Verizon will provide a copy of the NBN Policies on request;
 - (d) ensure that the networks, systems, equipment and facilities used in connection with the NBN Access are technically compatible with the NBN Access and comply with and are used in accordance with, any NBN Policies;
 - (e) provide Verizon with reasonable assistance to enable Verizon to supply or maintain the NBN Access and/or to comply with the NBN Requirements.
 - 1.3 Customer must not:
 - (a) operate the NBN Connection Box for the NBN Access on the NBN HFC Network from a location other than Customer Site at which it has been originally installed. If the NBN Connection Box is operated from a location other than Customer Site at which it has been originally installed, the NBN Access may cease to be supplied;
 - (b) remove any installed NBN Equipment except in accordance with the NBN Requirements;
 - (c) use the NBN Access in an unlawful manner or otherwise in a manner that would cause Verizon or an NBN Supplier to breach the NBN Requirements;

- (d) 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 or the NBN Access;
- (e) use the NBN Access or NBN Equipment in a manner which endangers or has the potential to endanger the health or safety of any persons;
- (f) use the Service in a manner that Verizon regards, acting reasonably and having regard to the NBN Policies, as inappropriate or excessive use;
- (g) engage in any conduct that would put Verizon in breach of the NBN Co Fair Use Policy, if references in that policy to “Customer” were references to Verizon

1.4 Customer must:

- (a) comply with the terms of use of any NBN Equipment notified by Verizon to Customer;
- (b) promptly notify Verizon, upon becoming aware of any material damage to any NBN Equipment at the Customer Site;
- (c) comply with, any instructions, policies or procedures given by Verizon (to the extent these are either reasonable or are being passed on by Verizon at the request of the NBN Supplier) that relate to:
 - (i) Customer’s use of NBN Access;
 - (ii) protecting the integrity and quality of the NBN Network or the use of it by third parties;
 - (iii) protecting the health or safety of any person.

1.5 Verizon will provide Customer with reasonable prior notice of the terms of use under clause 1.4 (a) and any policy, procedure or instruction issued under clause 1.4 (c) where feasible in the circumstances.

1.6 Customer will indemnify Verizon and pay to Verizon on demand an amount equal to all loss suffered by Verizon as a result of the loss, theft or damage to the tangible property of an NBN Supplier, to the NBN Network or interruption of, access to or use of NBN Access by Customer or any other NBN Co customer to the extent that such loss is caused, or contributed to, by Customer in connection with the Agreement.

1.7 The Parties acknowledge that Verizon’s ability to provide NBN Access is dependent upon the NBN Supplier. In addition to the termination rights under the Agreement the Parties acknowledge that Verizon may terminate NBN Access if for any reason the NBN Supplier terminates or withdraws supply of the inputs to NBN Access to Verizon. Verizon will provide reasonable notice of such termination or withdrawal having regard to the period of notice provided by the NBN Supplier. Where available, Verizon will advise Customer of any alternative service offerings that have comparable technical characteristics.

1.8 To the extent that a Fibre Build is required in order to provide NBN Access to the Customer Site the parties agree that the Fibre Build will be subject to a separate agreement setting out the terms and conditions of supply (including the Charges and Cancellation of Order Charges).

1.9 Verizon’s NBN Suppliers may impose various miscellaneous Charges in respect of activities in relation to NBN Access such as:

- (a) installation related charges – non-standard, additional, subsequent installations or changes to installations;

- (b) appointments – missed or cancelled;
- (c) repair, modification or removal of NBN Equipment;
- (d) no fault found incidents; and
- (e) restoration of Order placed on hold at Customer request.

Subject to Clause 1.10 where Verizon incurs any such Charges for these miscellaneous activities, Verizon may invoice those Charges to Customer.

1.10 In regard to the installation of NBN Access:

- (a) at the time of an installation, the NBN Supplier will assess whether the installation is a standard installation, non-standard installation or a subsequent Installation; and
- (b) Customer can request that the NBN 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 Verizon will provide Customer with a quote for the additional Charges, and will only perform the non-standard installation or subsequent installation once the Charges are agreed.

1.11 Customer acknowledges and agrees that:

- (a) Verizon may disclose Customer Data (including Confidential Information and Regulated Customer Data) to NBN Co solely as required for Verizon to perform our obligations under The Agreement, to enable NBN Co to exercise its rights or as otherwise required or permitted by law; and
- (b) to the maximum extent permitted by law and subject to any rights which cannot be excluded, NBN Co is not liable for any loss or damage arising from or in connection with the NBN Access;
- (c) NBN Co is not providing any products or services to Customer and Customer has no contractual relationship with NBN Co in regard to the supply of the NBN Access. Customer has no right, title or interest (whether legal, equitable or statutory) in any part of the NBN Network or NBN Equipment used for the provision of the NBN Access;
- (d) NBN Access requires Customer to provide Power at the Customer Site;
- (e) In relation to NBN Access provided over the NBN Fibre Network:
 - (i) Power must be provided via a dedicated double power point located within three metres (unobstructed) of the NBN Connection Box;
 - (ii) NBN Co will, if requested, install a back-up battery and power supply unit with the NBN Connection Box, and the back-up battery will only provide power (for a limited period) to the UNI-V port of the NBN Connection Box;
 - (iii) During any power failure at the Customer Site the:
 - UNI-D port of the NBN Connection Box will not function; and
 - UNI-V port of the NBN Connection Box will not function if a back-up battery is not installed, or installed but flat or faulty,
 and in either case, Customer will not be able to receive or make any telephone calls (including emergency calls to 000) via the NBN Access;
 - (iv) it is Customer's responsibility to regularly check the back-up battery if relevant;
 - (v) where there is a fault with the back-up battery:

- during the first 24 months after installation NBN Co will repair or replace the back-up battery; and
 - after that period, subject to any non-excludable rights at law, Customer must repair or replace the battery and Verizon will assist in this process,
- (vi) any applicable SLA does not apply where NBN Access is unworkable due to a power failure at the Customer Site or to a flat or faulty back-up battery.
- (f) in relation to NBN Access provided over the NBN Other Networks:
- (i) the modem provided by Verizon in relation to the NBN Access must always be connected to mains power supply directly;
 - (ii) if the mains power supply fails or the power is turned off at the Customer Site, the NBN Access will not function. In this event Customer will not be able to receive or make any telephone calls (including emergency calls to 000) via the NBN Access or access the internet; and
 - (iii) any applicable SLA does not apply where NBN Access is unworkable due to a power failure at the Customer Site or affecting any equipment used by NBN Co for the purposes of supplying the NBN Access;
- (g) in relation to NBN Access provided over the FTTC network, the NBN Access may be temporarily interrupted where NBN Co performs any installation, activation or relocation work or incidental activities that affects the DPU that supplies the FTTC network. Such work or incidental activities may relate to other services than the NBN Access;
- (h) if NBN Co changes the NBN Requirements, or the NBN Requirements (including the Wholesale Broadband Agreement) are replaced by new requirements with NBN Co, the Agreement can be unilaterally amended in accordance with the Telecommunications Act 1997 (Cth) in order for us to comply with the NBN Requirements (including as reflected in the relevant NBN Supplier agreement);
- (i) if Verizon provides to Customer any materials that incorporate NBN Co intellectual property, then Verizon grants Customer a non-exclusive and non-transferable licence during the term of the NBN Access to use the NBN Co intellectual property solely to the extent required for Customer to use the NBN Access.