

# Broadband Service Schedule

This Service Schedule forms part your Contract. In the event of any inconsistency between this Service Schedule and another clause of your Contract, this Service Schedule prevails to the extent of any inconsistency, but not otherwise.

## 1. This Service

1.1 Depending on the Services selected in your Application Form, your Broadband Services may be one or more of the following Broadband Service types:

- (a) Broadband Internet Services;
  - (i) Broadband ADSL Services;
  - (ii) Dedicated Access (ADSL) Services;
- (b) Rapid Fibre Services;
- (c) Midband Ethernet Services;
- (d) Commander NBN Services;
  - (i) Business Fibre Services;
  - (ii) Dedicated Access (NBN) Services; and
  - (iii) Enterprise Ethernet Services;
- (e) any other Broadband Services supplied by Commander from time to time.

### (Broadband Services)

1.2 Commander agrees to provide Broadband Services to you on the terms and conditions set out in this Contract. You agree that for so long as a Broadband Service is supplied to you by Commander, the Broadband Service Schedule applies to you

1.3 Specifics of the Broadband Service type, including any Included Data Allowance, Equipment and Charges, are set out in the relevant Plan and/or pricing schedule.

## 2. Term

2.1 For the avoidance of doubt, the term of your Broadband Service commences on the Commencement Date and continues for the Minimum Term unless terminated earlier in accordance with this Contract.

## 3. Data Charges and inclusions

3.1 Your Plan may specify that your Broadband Service is (amongst other things):

- (a) a Usage Based Service; or
- (b) a Flat Rate Service; or
- (c) a Shaped Service; or
- (d) an Unbundled Service;

### Usage Based Services

3.2 If your Broadband Service is described as a Usage Based Service (or similar) in the terms and conditions of your Plan:

(a) you are entitled to an Included Data Allowance which may be allocated between Peak and Off-Peak periods; and

(b) if you exceed your Included Data Allowance in the Peak and/or Off-Peak period, you will incur fees and charges in connection with your Excess Usage on a 'per megabyte' or 'per gigabyte' (depending on your Plan) consumption basis. We may, for spend management reasons, suspend your Broadband Service if you reach a specified level of Excess Usage.

## Flat Rate Service

**3.3** If your Broadband Service is designated as a Flat Rate Service (or similar) in the terms and conditions of your Plan:

(a) you are entitled to an Included Data Allowance which may be allocated between Peak and Off-Peak periods; and

(b) if you exceed your Included Data Allowance in the Peak and/or Off-Peak period in a given month, your Fibre Broadband Service may:

(i) be Shaped during the Peak and/or Off-Peak period (as the case may be) for the remainder of that month, in which case you will not incur fees and charges in connection with your Excess Usage during the period of time in which your Broadband Service was Shaped; or

(ii) not be Shaped for the remainder of that month, in which case you will incur fees and charges in connection with your Excess Usage during the Peak and/or Off-Peak period. We may, for spend management reasons, suspend your Broadband Service if you reach a specified level of Excess Usage

## Shaped Service

**3.4** If your Broadband Service is designated as a Shaped Service (or similar) in the terms and conditions of your Plan:

(a) you are entitled to an Included Data Allowance which may be allocated between Peak and Off-Peak periods; and

(b) if you exceed your Included Data Allowance in a given month (or in the Peak and/or Off-peak period in a given month), your Fibre Broadband Service will be Shaped during the relevant Peak and/or Off-Peak period (as the case may be) for the remainder of that month, in which case you will not incur fees and charges directly related to your Excess Usage during the period of time in which your Fibre Broadband Service was Shaped.

## Unbundled Service

**3.5** If your Broadband Service is described as an Unbundled Service (or similar) in the terms and conditions of your Plan:

(a) you do not have an Included Data Allowance; and

(b) you will be charged on a 'per megabyte' or 'per gigabyte' (see Plan for details) consumption basis.

(c) if you exceed your Included Data Allowance in the Peak and/or Off-Peak period in a given month, your Broadband Service may:

**3.6** For the avoidance of doubt, **clauses 3.1 to 3.5** to are not exhaustive of the terms and conditions that apply to the Plans set out in those clauses and further terms and conditions in respect of those Plans are set out in the terms and conditions of the relevant Plan.

# 4. Data Allowances

## Included Data Allowance

**4.1** Your Included Data Allowance is set out in the terms and conditions of your Plan or as otherwise notified to you from us in writing. Your Included Data Allowance may be allocated between Peak and Off-Peak periods.

*For example, you might have a total Included Data Allowance of 300GB, made up of an Included Data Allowance of 200GB during Peak times, and an Included Data Allowance of 100GB during Off-Peak times.*

Confidential

Confidential

**4.2** Your usage allowance in connection with your Broadband Service will generally be pro-rated in your first month but not always.

*For example, if your Broadband Service Plan has a minimum monthly spend of \$59.95 and an Included Data Allowance of 300GB and commenced on the 16th day of a month that has thirty (30) days, you may be entitled to a pro-rated Included Data Allowance of 150GB.*

Please refer to the terms and conditions of your Plan, or contact Customer Service, to see whether your usage allowance will be pro-rated in your first month.

**4.3** Your Included Data Allowance:

(a) is not a cap on the volume of data you may upload or download in a given month. You may upload or download data in excess of your Included Data Allowance, but excess usage charges may apply in respect of the volume of data that has been uploaded or downloaded in excess of your Included Data Allowance or it may be Shaped (depending on your Plan);

(b) is reset on a monthly basis

**4.4** Depending on you Plan, both uploads and downloads of data may consume your Included Data Allowance;

**4.5** Any Unused Data is forfeited at the end of a given month and you are not entitled to any refund, rebate or credit in respect of the Unused Data or to 'roll over' the Unused Data to any subsequent month or from an Off-Peak period to a Peak Period (or vice versa).

**For example:**

*If you have an Included Data Allowance of 100GB per month and you only consume 20GB in that month (i.e. your Unused Data is 80GB), your Included Data Allowance for the following month will remain at 100GB).*

*If you have an Included Data Allowance of 100GB that is allocated between Peak and Off-Peak periods in the proportions of 30GB Peak and 7GB Off-Peak and you only consume 50GB during the Off-Peak period, your Unused Data of 20GB in respect of the Off-Peak period is not credited to the portion of your Included Data Allowance in respect of the Peak period;*

**4.6** If we Shape your Broadband Service (whether in connection with a Flat Rate Service, the Shaped Service or other Service), you will experience reduced Bandwidth in respect of both downloads and uploads. As a result, your ability to live stream videos, conduct video conferencing, download website content may be significantly affected

## Spend Management Tools

**4.7** You acknowledge and agree that the details of your data usage will be made available to you for spend management reasons by contacting Customer Service or accessible from our website unless you have an 'unlimited' Plan. For the purposes of calculating and otherwise determining your data usage (including in respect of determining whether you have exceeded your Included Data Allowance and the excess usage charges which may apply), we refer to the data usage details supplied to us by our Partners.

**4.8** You acknowledge that any other software, utilities, Equipment or applications for determining your data usage (such as data counters, whether available online or included in any software) may not be accurate and may result in you inadvertently exceeding your Included Data Allowance and incurring fees and charges in connection with Excess Usage. If you refer to and rely on those other sources, you do so at your own risk that those sources are unreliable.

## 5. Service Coverage & Availability

**5.1** Not all Commander Broadband Services are available in all areas or to all premises.

**5.2** Availability will be assessed either at the time of your Application or following the submission of your Application, following the completion of a service qualification.

Confidential

**5.3** Any general statements, maps or other illustrations of service availability are a guide only and must not be relied upon as a commitment to provide a Service to any particular premises.

**5.4** We will endeavour to connect your Broadband Service as soon as we are able but cannot guarantee availability or date of commencement.

**5.5** Broadband Services are only available within our designated service areas (Coverage Areas).

You may obtain details of our Coverage Areas by contacting Customer Service or online when available.

**5.6** You acknowledge and agree that:

- (a) your Broadband Service is not compatible with all Equipment and software, and you must make your own inquiries in respect of whether your Equipment and software are compatible with your Broadband Service;
  - (b) you may be required to, at your sole cost and expense, procure and install additional Equipment in order to facilitate the activation and use of your Broadband Service from the Network Boundary Point (such as, without limitation, central splitters, cabling and filters);
  - (c) your Broadband Service may incur installation charges for a new, additional or non-standard connection into your premises. Charges may differ, they can be either a specific connection charge or a labour rate + materials charges; your Broadband Service may be incompatible or interfere with other Equipment and services that are used at the Premises, such as a back to base alarm monitoring service and your Basic Telephone Service. You must do such things as are required to resolve that incompatibility or interference (such as procuring and installing additional Equipment) (if that incompatibility or interference can be resolved at all);
  - (d) for Enterprise Ethernet nbn Co. may amend or introduce a Fibre Build Cost (FBC) and notify you prior to the commencement of the build phase. If you cancel prior to the service being delivered nbn will charge cancellation fees, which you can find in our Schedule of Fees and Charges at [commander.com.au/sofac](http://commander.com.au/sofac);
  - (e) the activation and use of your Broadband Service may require an existing PSTN connection at the Premises. You may be unable to use your Broadband Service if you do not maintain or alter in some ways that PSTN connection;
  - (f) you may be unable to use all or any part of your Broadband Service if you attempt to use your Broadband Service (or any part thereof) from a location other than the Premises;
  - (g) the same incentives and benefits such as discounts and concessions and such available from your previous supplier may not be available for your Broadband Services;
  - (h) you must make your own assessment of whether this Broadband Service is suitable for you, having regards to the Equipment and software used or intended to be used in connection with your Broadband Service, other Equipment and services used at the Premises and the Coverage Areas;
  - (i) this Broadband Service may not be suitable if you require a Broadband Service which is not affected by latency, jitter, packet loss, dropouts and the like (for example, voice, real time video streaming or for high volume continuous file transfers); and
  - (j) your Broadband Service may not be compatible with your internal cabling and may need to be upgraded, any cabling that is required in your premises beyond the Network Boundary Point is your responsibility.
- 5.7** For the avoidance of doubt, and to the maximum extent permitted by law (e.g. unless we have made representations to you and you have, acting reasonably, relied on those representations), we will not be liable to you for any incompatibility or interference with your other Equipment and services (such as a back to base alarm monitoring service and your Basic Telephone Service) in connection with the activation, use and maintenance of your Broadband Service.

## 6. Service Requirements and Limitations

**6.1** You agree that the purpose for which the Broadband Service is fit is 'internet grade' only. Accordingly, you acknowledge that:

- (a) successful data transport using the Broadband Service is not guaranteed;

Confidential

Confidential

- (b) the availability or performance of the Broadband Services may vary; and
- (c) the Broadband Service may not be provided, depending on capacity, interference, technical capability or other technical matters affecting the Access Network at the relevant time.

## 7. Protocols and IP Addresses

7.1 Your Broadband Service may require one or more of the following protocols to be enabled in your Equipment in order to use and access your Broadband Service:

- (a) PPP over Ethernet (“PPPoE”); or
- (b) PPP over ATM (“PPPoA”).
- (c) Ethernet VLAN Tagging (“802.1Q”)

7.2 You acknowledge and agree that:

- (a) we will assign an IP Address to the Equipment used by you in connection with your Broadband Service;
- (b) unless you purchase a Static IP Address, we may change any IP Address that has been allocated to you without notice. Where you purchase a Static IP Address and we intend to change any Static IP Address, we will endeavour to provide you with three (3) weeks’ notice prior to such change; and
- (c) you may be unable to use all or any part of your Broadband Service if you do not have either PPPoE or PPPoA enabled in your Equipment.
- (d) In some instances, we require you to use PPPoE over 802.1Q VLAN 100.

7.3 Any IP Address allotted to you by us, whether as a Static IP Address or dynamically allocated address:

- (a) remains the sole property of Commander;
- (b) may be changed or revoked by us at our discretion at any time; and
- (c) is not transferable.

7.4 Unless a Plan states otherwise, we are not obliged to allot you a Static IP address.

## 8. Bandwidth

8.1 The maximum Bandwidth or speed available in connection with your Broadband Service is set out in the terms and conditions of your Plan or as otherwise notified to you by us from time to time.

8.2 The continuity and speed of access to the Internet depends on a wide range of factors, many of which are beyond our control. Speeds refer to the maximum theoretical output under ideal conditions. Speeds may differ from the maximum theoretical output speeds including for the following reasons (depending on the Broadband Service type):

- (a) network congestion;
- (b) your geographical location;
- (c) your distance from the relevant exchange;
- (d) electrical interference from outside sources;
- (e) the IP protocol stack and application software configuration
- (f) the capacity of, load on, and available throughput rate of the remote host you are accessing;
- (g) the presence of service faults or network link congestion at any point in the end-to-end path between a remote host and the customer’s system the hardware and software you use in connection with your Broadband Service (for example, your Internet browser and your computer);

Confidential

- (h) wiring used throughout the premises;
- (i) Wi-Fi interference;
- (j) Number of devices connected;
- (k) general Internet traffic;
- (l) the quality of the underlying infrastructure;
- (m) weather conditions like extreme heat and heavy rain; and
- (n) the signal strength or obstruction to line of sight.

We have no control over the accuracy or appropriateness of any information on the Internet and are not responsible for any software or material available on the Internet.

**8.3** If the terms and conditions of your Plan specify a particular transmission rate and you consistently experience a rate below that specified rate, you may raise a support ticket with us (**Bandwidth Support Ticket**). You acknowledge and agree that we will not respond to, or take any action in respect of, a Bandwidth Support Ticket if we detect that you are experiencing a Bandwidth above the specified transmission rate for your Plan.

**8.4** You acknowledge and agree that the Bandwidth in connection with your Broadband Service may fluctuate from time to time, including, without limitation, for reasons within the control of our suppliers. Where we believe that the variation will materially and adversely affect you, we will endeavour to provide you with reasonable notice, but not otherwise.

*TCP Customers Clause 49 of Part C of your Contract (Standard Form of Agreement) applies to you to the extent the fluctuation results from a variation to your Contract.*

## 9. Use of Services

**9.1** You must not use the Broadband Services:

- (a) in contravention of any applicable Law;
- (b) in any manner that is indecent, obscene or otherwise offensive, menacing, threatening or abusive;
- (c) in any manner that is defamatory or tortuous or infringes the rights of any Third Party;
- (d) in a way that damages, harms or intentionally degrades the performance of the Broadband Services; or
- (e) facilitate the provision of broadband to multiple premises.

### Adherence to Fair Use Policy and/or Acceptable Use Policy

**9.2** You agree to comply with our Fair Use Policy and/or Acceptable Use Policy which is published on our website, and which set out what we consider to be a fair and reasonable use of our Services. You agree that you will comply with such policies unless you are not required by law to do so.

*TCP Customers Clause 49 of Part C of your Contract (Standard Form of Agreement) applies to you if we intend to vary the terms of our Acceptable Use Policy or Fair Use Policy.*

### Use of Equipment

**9.3** You agree to ensure that any Equipment used by you in connection with the service:

- (a) is approved for use in connection with Australian telecommunications networks;
- (b) is not used for any purpose other than the purposes for which it was approved; and
- (c) is maintained in good repair and working condition.

### No reselling or resupply

**9.4** Once the Broadband Service has been installed you agree that:

Confidential

Confidential

- (a) you will not resell, re-supply, on-sell, give access to any other third party at no charge or for a fee in any manner or form, any of the Broadband Service's facilities or Equipment;
- (b) you will not in any way resell, re-supply, on-sell, give access to any other third party at no charge or for a fee in any manner or form, any Bandwidth provided as part of the Broadband Service; and
- (c) the use of this service is prohibited to facilitate the provision of broadband to multiple premises. A practical example of this is, when ordering the service to a communications cabinet at a multi-Premises site (such as an apartment building, shopping centre, business park, or residential/retirement village) and using that service to facilitate the provision of broadband to multiple Premises within that multi-Premises site.

## 10. Installation - General

**10.1** The charges for a standard installation are set out in the Service Plan or in the pricing schedule, these can be found [commander.com.au/sofac](http://commander.com.au/sofac).

**10.2** If you need to reschedule the installation appointment, you must give us at least two Business Days' notice. Fees may apply for missed appointments where you have not given at least two Business Days' notice.

**10.3** Any non-standard requests (for example regarding the location of a Connection Point, NAP, Socket or other aspects of the installation at the Premises) may incur additional fees - a "custom installation" - which must be agreed upon prior to installation via quotation and acceptance of additional costs. Additional charges will be invoiced to your bill in addition to the cost of a "standard" install or may be invoiced by the third party auctioning the installation.

**10.4** Any internal wiring which may be required to connect a Broadband Service to a desired location within the premises from the Network Boundary Point is your responsibility and must be completed by an ACMA-licensed technician. We may recommend or supply the licensed technician to perform the required work. Any related charges may be billed via us or the party who performs the required work.

## 11. Access to the Premises

**11.1** You agree that you will allow us (or any other person nominated by us, including the Network Partner and its contractors) safe, efficient and timely access to the Premises when required:

- (a) to supply the Broadband Service to you or any other customer;
- (b) to deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, disconnect, remove or perform any other work on or in relation to part of the Access Network or any third-party network; or
- (c) for any other reasonable purpose, for as long as the Broadband Service is provided to you, and for a reasonable period thereafter as reasonably requested by us or our supplier.

**11.2** If you do not own the Premises you must:

- (a) obtain any necessary consents so as to ensure at all times we and any other third party (if applicable) have safe, unimpeded, sufficient and timely access to that premises as required to install, inspect, repair, maintain or provide the Broadband Service or any related facility or Equipment on the Premises;
- (b) advise us in writing of any relevant safety and access protocols that the landowner, landlord or relevant third party requires us to comply with prior to us agreeing to provide you with the Services; and
- (c) indemnify us and any other relevant third party (if applicable) against any claim made by the owner, occupier, lessee, lessor, agent, or any other party providing access to that premises, in relation to us or any other third party (if applicable) entering that/those premises including reimbursement for the cost of removing any Equipment because the relevant consent was not obtained.

## 12. Value Added Services

Confidential



12.1 Where available in connection with your Broadband Service and agreed to by the parties (on such terms and conditions that are acceptable to the parties), your Broadband Service may include access to Value Added Services.

12.2 You acknowledge and agree that:

- a) the Value-Added Services that are available to you may vary from time to time and we may add, remove or vary Value Added Services. Where we reasonably believe that an addition, removal or variation of a Value-Added Service will materially and adversely affect you, we will endeavour to provide you with reasonable notice.

*TCP Customers Clause 49 of Part C of your Contract (Standard Form of Agreement) applies to you if we intend to vary a Value-Added Service;*

- b) whether you are entitled to, or are able to use, a given Value Added Service (and the extent of that use) depends on a variety of factors, such as the terms and conditions of your Plan and Service and any Equipment or software that you use in connection with your Broadband Service;
- c) you must make your own assessment (and to the maximum extent permitted by Law e.g. unless we have made representations to you and you have, acting reasonably, relied on those representations), you solely rely on that assessment of:
- d) the fitness of a given Value Added Service for the purpose that you require; and
- e) any minimum Equipment, Service, software or other requirements of a given Value Added Service;
- f) fees and charges may apply to subscribe to, activate or use a given Value Added Service. Those charges include, but are not limited to, monthly subscription or access fees, activation fees and the like; and
- g) fees and charges in connection with the Value-Added Services are billed to your account in respect of your Fibre Broadband Service and you are obligated to pay those fees and charges.

## 13. Service Software

13.1 We may provide you with software for use in connection with your Broadband Service (**Software**).

13.2 You acknowledge and agree that:

- (a) the Software is the exclusive property of its owner who retains all goodwill, right, title and interest in the Software and the Software Documentation (including all intellectual property rights);
- (b) you will ensure that no act is done (or no act is failed to be done) which interferes with the owner's goodwill, right, title or interest in the Software or Software Documentation or offends the owner's moral rights in the Software or Software Documentation;
- (c) you are granted a limited, non-exclusive, non-transferable, non-sub licensable, non-assignable license to use the Software;
- (d) the provision of the Software to you is not to be interpreted as any representation by us or the owner of the Software that the Software will perform to a certain level or that the Software will be compatible with your Equipment or other software;
- (e) you have made your own prior independent inquiries in respect of the performance of the Software and the compatibility of the Software with your Equipment and with other software; and
- (f) you will ensure that the End User License Agreement in respect of the Software is strictly complied with.

13.3 You must:

- (a) only use the Software in strict accordance with the Software Documentation;
- (b) only use the Software for the purpose of using your Broadband Service;
- (c) not disassemble, decompile, or reverse engineer the Software; and



Confidential

Confidential

- (d) not copy, reproduce, or make a backup of the Software or Software Documentation or otherwise deal with the Software or Software Documentation in a manner which is inconsistent with the rights of its owner.

## 14. Broadband Service Network Equipment

14.1 You must not access or attempt to access or interfere with the Broadband Service Network Equipment unless directed to by us or the Network Partner.

14.2 You must not, without prior consent, remove or obscure any identification marks on the Broadband Service Network Equipment.

14.3 You will not create, attempt to create, or do anything that will lead to the creation of a lien, charge, mortgage or security interest over any part of the Broadband Service Network Equipment.

14.4 You agree to notify us immediately on becoming aware of any damage or malfunction of the Broadband Service Network Equipment.

## 15. Faults

15.1 You agree that:

- (a) your Broadband Service is provided by us;
- (b) you do not have any service contract with our Network Partner; and
- (c) You will report any faults or issues with the Service to us - and you will not contact our Network Partner in relation to service issues.

15.2 Commander will endeavour to respond and resolve the fault within a reasonable timeframe, unless a specific service level agreement has been contracted.

15.3 In the event of you reporting a fault with your Broadband Service to us we may require that you conduct some basic preliminary testing of your Service including customer-end Equipment to help us to determine the source of any fault. Until this has been undertaken by you, we may treat the potential faults a preliminary enquiry.

15.4 You agree that any faults with the service, must be reported as directed by us or as provided for in any complaint's resolution process.

15.5 In the event that you report a fault to us and:

- (a) it is investigated by our Network Partner;
- (b) our Network Partner determines that there is no fault in the Access Network or Broadband Network Equipment; and
- (c) we determine acting reasonably that the cause of the fault was likely to be in your Equipment (including customer cabling); we may pass on to you any fees charged to us by our Network Provider for investigating the fault.

## 16. Warranties

16.1 Without limiting any other warranty provided in your Contract, you warrant to us that:

- (a) In respect of each fibre-based Service (such as NBN Services, Enterprise Ethernet or Rapid Fibre) you are the owner of the Premises and consent, or if you are not the owner of the Premises you warrant to us that you have procured the consent of the owner of the Premises, to enable fibre to the Premises and to allow us and our Partners to maintain and repair all accesses connected with the supply of the Broadband Service to the Premises;

Confidential

- (b) in respect of each fixed telephone and broadband (Including ULL services supplying Broadband without an underlying fixed telephone service) service at the Premises, you consent, or if you are not the account holder of each fixed telephone and broadband service, you warrant to us that you have obtained the consent of the account holder of each fixed telephone and broadband service, for:
- (i) Broadband Service to be supplied to the Premises;
  - (ii) the disconnection of any existing broadband services (where they will not be, or are unable to be, supplied over fibre) or the migration of existing broadband services to nbn;
  - (iii) each fixed telephone and broadband service at the Premises to be supplied over, and migrated to be supplied over (if required), a nbn communications line; and
  - (iv) the Broadband Service to be maintained and repaired;
- (c) in respect of each fixed telephone and broadband (Including ULL services supplying Broadband without an underlying fixed telephone service) service at the Premises, you consent and agree, or if you are not the account holder of each fixed telephone and broadband service, you warrant that you have obtained the consent and agreement of each such account holder in respect of the following matters:
- (i) **Important:** for an outage to occur in respect of existing fixed telephone and broadband services at the Premises while the Broadband Service is being provisioned and that you and each account holder will not be able to receive or make any telephone calls (including to the 000 emergency service) over any of its fixed telephone services for the duration of the outage;
  - (ii) **Important:** that if there is no back up battery or power supply unit at the Premises, or the backup battery or power supply unit is not installed, is faulty or is flat, any end user at the Premises will not be able to receive or make any telephone calls (including calls to 000 emergency services) for the duration of the power interruption;
  - (iii) **Important:** it is your obligation to check that the power supply to the Premises is operational and you must report all faults to us;
  - (iv) the copper or aluminium communications wire to the Premises will be taken as removed from the date that Commander NBN Service is provisioned and that neither us or our Partners will be required to reinstall the copper or aluminium communications wire to the Premises;
  - (v) a new fixed voice and broadband service that is supplied over fibre or NBN (whether or not we supply those services) may be unavailable if there is a failure in the power supply to the Premises;
  - (vi) the supply of the Broadband Service may mean that Incompatible Products will not be able to be supplied to the Premises if at all or to an acceptable quality;
  - (vii) the effects listed in this clause 16 (Warranties) will apply equally to any end user of fixed telephone and broadband services that are provisioned or supplied over the same copper/aluminium or fibre communications line (as the case may be); and
  - (viii) you will provide reasonable notice to all end users of fixed telephone and broadband services at the Premises of the interruption that may be caused to those services by the provisioning of a Broadband Service to the Premises.

## 17. Broadband Service type specific terms: Commander NBN Services (Including Fibre services provided by other suppliers)

### Dependency of other Services

17.1 You acknowledge and agree that the provision of a Commander NBN Service (Including Fibre services provided by other suppliers) to your Premises will result in all fixed telephone and broadband services at the Premises being provided over the same communications line, whether or not those fixed telephone or broadband services are supplied to you by us.

17.2 You agree that:

Confidential

Confidential

- (a) we or our Network Partner may disclose to Affected Providers and to other end users at the Premises that Commander NBN Service is utilised and available at the Premises; and
- (b) our Network Partner may contact you for the purpose of connecting, migrating, maintaining or repairing the Commander NBN Service to your Premises.

### Power supply required

17.3 The ability to provide a Service to the Premises is dependent on a continuous power supply to your Premises and you agree that you are responsible for, and will, arranging for a reliable power supply to your Premises. The Broadband Service Network Equipment may require access to a domestic AC 240v socket for the powering of the nbn Connection Box, or other supplier equipment and power-supply. You will be responsible for the cost of power used by the unit

### Installation and Set Up

17.4 Unless Commander NBN Service (Including Fibre services provided by other suppliers) has previously been installed which we are able to use for the Broadband Service, installation of the Broadband Service may require installation of Broadband Service Network Equipment (Technology dependant - See Access Network definition for specifics)

### Fibre Services: Standard installations and Non-Standard Installations

17.5 You acknowledge and agree to pay for NBN installation charges which may apply to your Service, including any "Standard Installations", "Non-Standard Installations", "Fibre Build Costs" and "Amended Fibre Build Costs" as determined by NBN Co.

## 18. Broadband Service type specific terms: Midband Ethernet Services

18.1 Midband Ethernet Services are Broadband Services offered on the Commander network or by one of our suppliers.

18.2 Subject to the availability of On Net Midband Ethernet at your location, you can activate a new service with Commander.

### Power supply required

18.3 The ability to provide a Service to the Premises is dependent on a continuous power supply to your Premises and you agree that you are responsible for, and will, arranging for a reliable power supply to your Premises.

## 19. Broadband Service type specific terms: Rapid Fibre

### Power supply required

19.1 The ability to provide a Service to the Premises is dependent on a continuous power supply to your Premises and you agree that you are responsible for, and will, arranging for a reliable power supply to your Premises.

### Service Qualification

19.2 If your Service Qualification indicates restrictions apply, you agree you are a business having more than 15 employees. If your number of employees falls below 15, you must notify us immediately and you will no longer qualify to receive the Rapid Fibre service.

19.3 The resulting number of days in the service qualification applies to build time, not end-to-end provisioning of your service.

### Limitations

Confidential

**19.4** The Commander Rapid Fibre Service and any other Service forming part of the Maximum Bandwidth is subject to the following limitations:

- (a) the Customer must supply their own router and / or firewall;
- (b) BGP routing is not available;
- (c) the Service may not be used in a redundant port arrangement;
- (d) the Service may not be used by Internet, hosting or other service providers as part of their own products or services or used to aggregate Internet traffic for more than one End User;
- (e) the Service may not be used for Internet aggregation or as a wholesale IP Transit product;
- (f) this Service may not be sold for provision into a data centre, except where agreed to in writing;

## Equipment

**19.5** From the Broadband Service Network Equipment, the Customer must provide all cabling to the Customer's Equipment and ensure connectivity to the Service from the Broadband Service Network Equipment. The Customer acknowledges that Commander is not responsible for the Service, connectivity or any configuration from the Broadband Service Network Equipment to the Customer's Equipment.

**19.6** The Customer acknowledges that Commander may, subject to giving reasonable notice and at Commander's cost, change, modify, replace, or remove the Commander Equipment in our absolute discretion, provided such change, modification, replacement or removal does not adversely affect provision of the Services to the Customer or the Customer's ability to conduct its business.

**19.7** The Commander Equipment always remains the property of Commander or its supplier and the Customer must not enter into any agreement for the transfer, sale, mortgage, granting of any security interest or other dealing in connection with the Commander Equipment.

**19.8** The Customer must not, without Commander's prior written consent, remove any of Commander's Equipment from any location. The Customer must not, without Commander's prior written consent, remove or obscure any identification marks on the Commander Equipment.

**19.9** The Customer bears the risk of loss or damage to any Commander Equipment which the Customer uses or provide access to during the provision of the Service or while it is or should be in the Customer's possession and/or control (except as a result of a negligent act or omission of Commander or our employees or agents) and the Customer indemnifies Commander and its suppliers in respect of any such loss or damage.

**19.10** The Customer must ensure space and power is provided to the Broadband Service Network Equipment at the location for the purposes of the Rapid Fibre Service.

## 20. Relocations

**20.1** In the event you require a relocation of the Service to a new location, you must give Commander reasonable notice;

**20.2** You acknowledge that not all Services can be relocated;

**20.3** Commander will respond to the request and advise, in its absolute discretion, whether the Services can be relocated;

**20.4** In the event the Services can be relocated, a once-off fee may apply as well as a change to the monthly recurring fee for the Service as a result of the relocation; and

**20.5** The contract term may still apply, or you may be recontracted depending on additional equipment required or your plan has been amended.

**20.6** In the event that Services cannot be relocated, Commander may charge the customer an Early Termination Fee.

## 21. Termination and suspension

Confidential

Confidential

## Termination or Cancellation by you prior to installation

21.1 In addition to any termination rights of both parties set out in the General Terms:

- (a) you may cancel an order for our Broadband Service up to one week before the scheduled Installation Date however a cancellation charge will apply, and you may be required to reimburse us for any other third-party costs incurred by us in relation to your cancelled service.
- (b) if you cancel your Broadband Service less than 5 working days before installation is due to be completed, we may charge you one month's rental as per your Broadband Service plan plus any third-party costs incurred by us in relation to your cancelled service.

## Termination or Suspension

21.2 Without limiting our right to terminate, suspend or limit your Broadband Service (as set out in the terms and conditions of your Plan or any in other clause of your Contract), we may immediately terminate, suspend or limit your Broadband Service:

- (a) if you breach a material term of this Service Schedule, including if you use your Broadband Service (or any part of your Broadband Service) is:
  - (i) used to transmit, reflex or aggregate domestic or international traffic; or
  - (ii) used in connection with Equipment that switches or reroutes calls or traffic; or
  - (iii) used for, or in connection with, any purpose that it is similar to or in furtherance of the conduct set out in clause 78 of Part C of your Contract (General Terms). and of this Service Schedule; or
  - (iv) if any agreement, contract, deed or arrangement between us and our supplier in connection with the supply of your Broadband Service is varied, suspended or terminated and we believe that it is reasonable for operational reasons to terminate, suspend or limit your Broadband Service.

21.3 Without limiting any other right in your Contract to terminate or suspend your Services, we may terminate or suspend your Broadband Service:

- (a) upon two (2) months written notice if a Network upgrade will result in us no longer being able to supply the Broadband Service to your Premises; or
- (b) immediately, if a Standard Telephone Service that is supplied to you in connection with a related Service is cancelled for any reason; or
- (c) at any time on written notice if our relevant Partner determines that the infrastructure over which the Service is supplied would not pass our Partner's Service Qualification; or
- (d) at any time on written notice if there is a fault on an underlying Standard Telephone Service which our relevant Partner determines cannot be repaired economically; or
- (e) our relevant Partner suspends or terminates any arrangement, contract or agreement pursuant to which we supply the Broadband Service to you.

*TCP Customers: If any event referred to in clause 20.3 occurs, we may suspend the Broadband Service for operational reasons. Suspension will not continue indefinitely and if suspension continues for more than fourteen (14) days or it is clear that suspension is likely to continue for more than fourteen (14) days, we may terminate your Contract.*

21.4 **Important:** The suspension or termination of the Broadband Service will result in the suspension or termination of any fixed line service or fixed Internet service that is supplied over the network (whether or not those fixed line services or fixed Internet services are supplied to you by us).

## Early Termination

Confidential

**21.5** An Early Termination Fee may apply if your Broadband Service is terminated prior to the expiry of the fixed or minimum term. Please refer to clause 69 of Part C of your Contract (General Terms). For the avoidance of doubt, you are not required to pay an Early Termination Fee where your Broadband Service is terminated pursuant to clause 21 of this Service Schedule.

## 22. Scheduled Outages

**22.1** You expressly acknowledge and agree that Scheduled Outages are a necessary and unavoidable consequence of providing your Broadband Service.

**22.2** We aim to provide you with reasonable notice of any anticipated Scheduled Outage where we believe that the Scheduled Outage may significantly and adversely affect your Broadband Service.

**22.3** You expressly acknowledge and agree that a Scheduled Outage may be urgent and unexpected and accordingly, we may be unable to provide you with any notice of a Scheduled Outage and your Broadband Service will be immediately suspended.

**22.4** Without limiting clauses 15 to of this Service Schedule, you may experience a Scheduled Outage of several seconds between 11:30pm to midnight each night to enable us to update your daily data usage record.

## 23. Your Welcome Pack

**23.1** Please refer to your Welcome Pack for all your account management contacts and support numbers.

**23.2** In the event of any inconsistency between this Service Schedule and your Welcome Pack, this Service Schedule prevails.

Confidential

Confidential

## 24. Definitions and Interpretation

24.1 Capitalised terms not defined in this Service Schedule have the meaning given to them in the Customer Terms, Commander’s Standard Form of Agreement under section 479 of the Telecommunications Act 1997, available on the Commander website.

24.2 In this Service Schedule and any related application forms for Services under this Service Schedule, the following capitalised terms have the below meanings:

<b>802.1Q</b>	as in clause 7 (Protocols and Addresses).	
<b>Access Network</b>	the boundary point between the Broadband Service Network Equipment and the Connection Point, each technology differs see below for detailed information:	
	<b>Fibre to the Premises (FTTP)</b>	The NTD has 4 UNI-D ports (Ethernet) and 2 UNI-V (RJ12)
	<b>Fibre to the Building (FTTB)</b>	There is no nbn™ Connection Box on site, Copper Pairs installed at the Premises terminate to an xDSL port. Some may require Jumper Cable termination on the Customer Side MDF. The allocation of a single xDSL port to each distinct nbn™ Copper Pair
	<b>Fibre to the Curb (FTTC)</b>	The NCD has 1 UNI-D port (Ethernet)
	<b>Fibre to the Node (FTTN)</b>	There is no nbn™ Connection Box on site, Copper Pairs installed at the Premises terminate to an xDSL port. Some may require Jumper Cable termination on the Customer Side MDF. The allocation of a single xDSL port to each distinct nbn™ Copper Pair
	<b>Hybrid Fibre Coaxial (HFC)</b>	The HFC-NTD has 1 UNI-D port (Ethernet)
	<b>Fixed Wireless</b>	The NTD has 4 UNI-D ports (Ethernet)
<b>ADSL</b>	Asymmetric Digital Subscriber Line.	
<b>Affected Provider</b>	a Carrier or Carriage Service Provider of fixed telephone and broadband services at the Premises.	
<b>Amended Fibre Build Cost (AFBC)</b>	the amended cost nbn Co. charge you to design and construct a fibre optic link connecting a fibre aggregation node to a single location at your premises. This is provided to you prior to the commencement of the installation and upon assessment via a nbn technician.	
<b>Application</b>	your application for a Broadband Service.	
<b>Bandwidth</b>	the rate of data transfer in respect of your Broadband Service.	
<b>Bandwidth Support Ticket</b>	as in clause 8.3.	
<b>Basic Telephone Service</b>	a Standard Telephone Service as in the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth).	
<b>Broadband Service</b>	as in clause 1 of this Service Schedule.	
<b>Broadband Service Network Equipment</b>	equipment which is owned or controlled by, or operated by or on behalf of, nbn for the purposes of the Fibre Network, FTTN Network, FTTC Network or HFC Network	
	<b>Fibre to the Premises (FTTP)</b>	<ul style="list-style-type: none"> <li>- a Drop Fibre;</li> <li>- a Utility Box;</li> <li>- a Connecting Fibre;</li> <li>- a Network Termination Device - NTD (and any installation and provision of an associated battery back-up unit and First Battery); and</li> </ul>

Confidential



		<ul style="list-style-type: none"> <li>- any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of nbn between, and including, the NAP and the NTD</li> </ul>
	<b>Fibre to the Building (FTTB)</b>	<ul style="list-style-type: none"> <li>- a Jumper Cable; and</li> <li>- any other equipment which nbn considers is required to transition the service to nbn</li> <li>- Other cabling may be required</li> </ul>
	<b>Fibre to the Curb (FTTC)</b>	<ul style="list-style-type: none"> <li>- a Lead-In Cable;</li> <li>- a Copper Connecting Cable</li> <li>- a Passive NTD</li> <li>- a Telecommunications Outlet;</li> <li>- FTTC-NCD Connecting Equipment; and</li> <li>- any other equipment which nbn considers is required to transition the service to nbn</li> <li>- Other cabling may be required</li> </ul>
	<b>Fibre to the Node (FTTN)</b>	<ul style="list-style-type: none"> <li>- a Lead-In Cable;</li> <li>- a PCD;</li> <li>- a Copper Connecting Cable;</li> <li>- a Passive NTD;</li> <li>- a Telecommunications Outlet; and</li> <li>- any other equipment which nbn considers is required to transition the service to nbn</li> <li>- Other cabling may be required</li> </ul>
	<b>Hybrid Fibre Coaxial (HFC)</b>	<ul style="list-style-type: none"> <li>- HFC Wall Outlet Connecting Equipment; and</li> <li>- HFC-NTD Connecting Equipment;</li> </ul>
	<b>Fixed Wireless</b>	<ul style="list-style-type: none"> <li>- an outdoor NTD component;</li> <li>- a connecting cable;</li> <li>- an indoor NTD component; and</li> <li>- any ancillary equipment, facilities, lines or network owned or controlled by, or operated by or on behalf of nbn between, and including, the indoor component of the NTD and the outdoor component of the NTD</li> </ul>
<b>Business Fibre Service</b>	the Broadband Service called <i>Business Fibre</i> which consists of a Fibre Broadband Service and/or a Fibre Voice Service. The Business Fibre Service is provided by us over an Access Network which is provided to Commander by its Network Suppliers. If our Supplier is NBN Co, delivery may be via technologies other than Fibre.	
<b>Commander</b>	the Service provided to you in connection with this Service Schedule which enables us to.	
<b>Commencement Date</b>	the date on which your Broadband Service commences (as set out in the Application Form, in the terms and conditions of your Plan or as otherwise agreed to by the parties in writing).	
<b>Contract</b>	as in clause 3 of our Standard Form of Agreement made under section 479 of the Telecommunications Act 1997 (Cth).	
<b>Connection Point</b>	a boundary between the Access Network and the customer equipment.	
<b>Coverage Areas</b>	as in clause 5.5.	
<b>DSL</b>	Digital Subscriber Line.	
<b>Equipment Documentation</b>	user guides, manuals and instructions in connection with the installation and use of Equipment, including the manufacturer's guidelines and recommendations.	
<b>Excess Usage</b>	downloads or uploads in excess of your Included Data Allowance.	
<b>Fibre Build Cost</b>	the cost nbn Co. charge you to design and construct a fibre optic link connecting a fibre aggregation node to a single location at your premises.	
<b>Fibre Broadband Service</b>	an Internet service of a type known as broadband which is provided using Commander NBN Service.	
<b>Fibre Voice Service</b>	a fixed line voice telephony service provided for business use using Commander NBN Service.	
<b>Flat Rate Service</b>	as in clause 3.3.	

Confidential

Confidential

<b>Included Data Allowance</b>	the amount of data you are entitled to download and upload in connection with your Broadband Service in a given month without incurring excess usage charges or having your Broadband Service Shaped (depending on the particulars of your Broadband Service), as specified in the terms and conditions of your Plan or as otherwise notified to you by us in writing from time to time.														
<b>Incompatible Products</b>	products or services which are not able to be supplied, if at all, or to an acceptable quality, to a premises to which Commander NBN Service has occurred. Further details on Incompatible Products can be obtained by contacting customer service.														
<b>Installation Date</b>	the date assigned by us to install the Broadband Service.														
<b>IP Address</b>	Internet Protocol Address.														
<b>Lead-in Cable, or Drop Cable</b>	the connection between the street (either underground or aerial) to a point on the Premises.														
<b>NAP</b>	the Network Access Point. Generally, this will be installed on the outside of the Premises.														
<b>NBN Service</b>	utilise a fibre network to deliver Fixed Voice Services and/or Broadband Services to the Premises. Commander NBN Services are not an independent Service provided to you. As a result, where delivery of Services over a fibre network is selected, we will deliver your Fixed Voice Service and/or your Broadband Service to you over fibre for the term of your Fixed Voice Service and/or your Broadband Service (as the case may be). Refer to your Fixed Voice Service Schedule and/or your Broadband Service Schedule for the terms and conditions relating to the term of the Services provided pursuant to those Service Schedules.														
<b>Network Boundary Point</b>	<p>defines the boundary point of the network, it is where our legal responsibility finishes, from this point on all lines connecting to the premises are privately owned and hence all maintenance is the responsibility of the property owner.</p> <table border="1"> <tr> <td><b>FTTP</b></td> <td>The UNI-D port allocated by nbn on the Network Termination Device is the Network Boundary Point (NBP).</td> </tr> <tr> <td><b>FTTB</b></td> <td>The wall socket where you plug your modem into is the NBP.</td> </tr> <tr> <td><b>FTTC</b></td> <td>The wall socket where you plug the Network Connection Device into is the NBP.</td> </tr> <tr> <td><b>FTTN</b></td> <td>The wall socket where you plug your modem into is the NBP.</td> </tr> <tr> <td><b>HFC</b></td> <td>The UNI-D port allocated by nbn on the Network Termination Device is the NBP.</td> </tr> <tr> <td><b>Fixed Wireless</b></td> <td>The UNI-D port allocated by nbn on the Network Termination Device is the NBP.</td> </tr> <tr> <td><b>Enterprise Ethernet</b></td> <td>The UNI-D port allocated by Commander on the Business Network Termination Device is considered to be the NBP.</td> </tr> </table>	<b>FTTP</b>	The UNI-D port allocated by nbn on the Network Termination Device is the Network Boundary Point (NBP).	<b>FTTB</b>	The wall socket where you plug your modem into is the NBP.	<b>FTTC</b>	The wall socket where you plug the Network Connection Device into is the NBP.	<b>FTTN</b>	The wall socket where you plug your modem into is the NBP.	<b>HFC</b>	The UNI-D port allocated by nbn on the Network Termination Device is the NBP.	<b>Fixed Wireless</b>	The UNI-D port allocated by nbn on the Network Termination Device is the NBP.	<b>Enterprise Ethernet</b>	The UNI-D port allocated by Commander on the Business Network Termination Device is considered to be the NBP.
<b>FTTP</b>	The UNI-D port allocated by nbn on the Network Termination Device is the Network Boundary Point (NBP).														
<b>FTTB</b>	The wall socket where you plug your modem into is the NBP.														
<b>FTTC</b>	The wall socket where you plug the Network Connection Device into is the NBP.														
<b>FTTN</b>	The wall socket where you plug your modem into is the NBP.														
<b>HFC</b>	The UNI-D port allocated by nbn on the Network Termination Device is the NBP.														
<b>Fixed Wireless</b>	The UNI-D port allocated by nbn on the Network Termination Device is the NBP.														
<b>Enterprise Ethernet</b>	The UNI-D port allocated by Commander on the Business Network Termination Device is considered to be the NBP.														
<b>Network Partner</b>	the Network Supplier that we use to supply the Broadband Service to the Premises.														
<b>Network Suppliers</b>	the owners and/or operators of the optical fibre access networks that we use to provide the Broadband Service, which may include NBN Co Limited, OptiComm Pty Ltd, the Victorian Urban Development Authority and Fujitsu Australia Limited and other carriers.														
<b>Passive NTD</b>	<p>a passive or non-powered device:</p> <ul style="list-style-type: none"> <li>- provided by a Carrier to establish a demarcation point between the Carrier's network and customer cabling and/or equipment; and</li> <li>- permanently marked at manufacture with the words 'Network Termination Device' or the letters 'NTD'.</li> </ul>														
<b>PPPoA</b>	as in clause 7 (Protocols and Addresses).														
<b>PPPoE</b>	as in clause 7 (Protocols and Addresses).														
<b>Premises</b>	the physical place at which your Broadband Service/s is or will be enabled, activated and supplied to you by Commander.														
<b>PSTN</b>	Public Switched Telephone Network.														

Confidential

<b>Related Body Corporate</b>	a 'related body corporate' as defined in the Corporations Act 2001 (Cth).
<b>Scheduled Outage</b>	as in clause 22.
<b>Service Qualification</b>	the analysis conducted by our relevant Partner to determine whether the Broadband Service can be supplied, or continue to be supplied, to the Premises.
<b>Shaped</b>	a corresponding meaning to Shaping.
<b>Shaped Service</b>	as in clause 3.4.
<b>Shaping</b>	slowing your Broadband Service to a reduced speed for the remainder of a given month in circumstances where you have exceeded your Included Data Allowance for that month.
<b>Software</b>	as in clause 13.1 (Service Software).
<b>Software Documentation</b>	user guides, manuals and instructions in connection with the installation and use of the Software.
<b>Static IP Address</b>	an assigned, constant fixed location on the Internet.
<b>Unbundled Service</b>	as in clause 3.5.
<b>User Network Interface (UNI)</b>	is a physical port to which nbn supplies nbn™ ethernet in respect of a Premises.
<b>User Network Interface - Data (UNI-D)</b>	a data port on an NTD or an FTTC-NCD.
<b>User Network Interface - DSL (UNI-V)</b>	an xDSL port.
<b>User Network Interface - Voice (UNI-V)</b>	a voice port on an NTD.
<b>Unused Data</b>	the portion of your Included Data Allowance Data that is not consumed during the month to which that Included Data Allowance Data relates.
<b>Usage Based Service</b>	as in clause 3.2.
<b>Value Added Services</b>	any service that is designated by us from time to time and in our sole and absolute discretion, as being a 'Value Added Service' (whether designated by that title or any other title).