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1. ABOUT OUR CONSUMER TERMS

Who do the “Consumer Customer Terms” apply to?

- 1.1 These Consumer Customer Terms (**Consumer Terms**) apply to consumer customers. You will be a consumer customer if:
- your CMobile service is of a kind that is ordinarily acquired for personal, domestic or household use; and
 - the primary purpose for using the service is for personal, domestic or household use.

Variation of our Consumer Customer NBN Terms

- 1.2 We may unilaterally vary our Consumer Terms at any time.

Telecommunications legislation

- 1.3 Pursuant to the *Telecommunications Act 1977*, we may contract with our customers by way of a standard form of agreement or on an individual basis. These Consumer Terms are our ‘standard form of agreement’ and they apply to all consumer customers who acquire our service.
- 1.4 Pursuant to the *Telecommunications Act 1977*, we must advise you directly or publish an advertisement if we change our Consumer Terms and that change would cause detriment to you.
- 1.5 If a change to our Consumer Terms does not cause detriment to you, we may make the change without having to advise you directly or publish an advertisement.

2. BECOMING A CMOBILE CUSTOMER

Your application

- 2.1 When you apply for a CMobile NBN service, we consider:
- your credit history and ability to pay the charges for your service;
 - the availability of the NBN network at the premises where you wish to install the NBN service; and
 - your eligibility for the service.
- 2.2 Notwithstanding the above, we may decline your request for a service in our sole discretion and are not required to provide you with the reasons for doing so.

Connection and activation of your CMobile NBN service

- 2.3 Upon acceptance of your application by us, we will create an account for you. Once your account has been created, you will be contacted by a representative of nbn Co who will arrange a suitable time for a technician to visit your property. Please refer to the relevant service schedule for further details on connection of your CMobile NBN service.
- 2.4 Billing will commence from the date of activation irrespective of when the service is first used.
- 2.5 You agree that CMobile is unrelated to nbn Co and has no control over the timing of the installation of equipment on your property, and that we are not liable for any delays, unless we cause or contribute to those delays. We are also not liable for delays caused by your failure to provide correct address or contact details or for the losing service provider providing you with incorrect porting details.

3. THE CMOBILE NBN SERVICE

The CMobile Satellite Premium+ Service

- 3.1 The CMobile Satellite Premium+ Service is an NBN Sky Muster® Plus Premium broadband internet service delivered via National Broadband Network (nbn®) using satellite technology to your premises. The service is available to you within the coverage areas of the NBN network.

The CMobile Fixed Wireless Plus Service

3.2 The CMobile Fixed Wireless Plus Service is an NBN fixed wireless broadband internet service delivered via National Broadband Network (nbn®). The service is available to you within the coverage areas of the NBN network.

The CMobile Fibre Internet Service

3.3 The CMobile NBN Internet service is a broadband service delivered via National Broadband Network (nbn®). The service is available to you within NBN fibre enabled areas. It is only available for residential users and is not for business use.

3.4 We may introduce further NBN services in the future but are not obliged to do so.

3.5 Our NBN services are provided to you by CMobile Pty Ltd (ABN 53 158 824 447), and our contact details are set out in clause 3.6 and on our website. We are authorised to provide you with a service using the NBN network as set out in clause 3.1. For the avoidance of doubt, we are solely responsible to you for the service, and we are not affiliated with or related to nbn Co. Nbn Co is not providing, and does not have a contractual relationship with you for the supply of, any products or services to you.

3.6 Our contact details are:

Email: support@cmobile.com.au

Phone: 1300 545 000

4. Post: PO Box 544, Gosford NSW 2250 YOUR USE OF THE CMOBILE SERVICE

Permissible use of our service

4.1 You must:

- (a) only use the service for personal purposes;
- (b) comply with all laws concerning your use of the service; and
- (c) provide CMobile with all information reasonably requested in order to supply the service to you.

4.2 You must not, or allow anybody else to:

- (a) resell, resupply or reproduce any part of the service;
- (b) use the service to commit an offence;
- (c) use the service for any improper, immoral, unauthorised or unlawful purpose;
- (d) use the service in a manner that is indecent, obscene or otherwise offensive, menacing, threatening or abusive; or
- (e) use the service in a way that interferes with, or threatens to interfere with, the efficiency of the NBN network.

Your responsibility for use of our service

4.3 You are responsible for all use of the service, including all associated charges, whether or not such use is authorised by you.

4.4 You are responsible for use of the service, including all associated charges, in cases where a device has been used incorrectly or is faulty.

4.5 You acknowledge that we do not monitor, nor are we obligated to monitor, the contents of information or material available from your use of the service or the internet. You agree that we are not liable for any loss suffered by you or any other person as a result of using information or material obtained using the NBN network or the internet.

4.6 Notwithstanding any other term of this agreement, you agree that:

- (a) we may disclose information about you to nbn Co as required for us to provide the NBN service to you, to enable nbn Co to exercise its rights or as otherwise required or permitted by law;
- (b) the NBN service is being provided to you by us and nbn Co is not providing the NBN service to you;
- (c) the NBN service is provided as is and without warranty of quality or availability;
- (d) your use of the NBN service is at your own risk;
- (e) you are using a public, unfiltered internet connection and should take all precautions for the security and filtering (if applicable) of your information;
- (f) you are solely responsible for any loss or damage to your equipment, device or to any information or other data that may result from your use of the NBN service;
- (g) there may be interruptions, delays, omissions and inaccuracies with the NBN service and that it may be unavailable at some times;
- (h) to the maximum extent permitted by law, you release nbn Co and its related bodies corporate, affiliates, directors, officers, agents, employees, contractors or representatives (**Released Parties**) from any and all liability that may arise in connection with the NBN service or use of the NBN service;
- (i) to indemnify and hold harmless the Released Parties and us from any claim or demand, including reasonable legal fees arising out of:
 - (i) content you submit, post, transmit or otherwise make available through the service;
 - (ii) any cancellation of, delay in supplying, failure to supply or an error or defect in the supply of the service;
 - (iii) your use of the NBN service; and
 - (iv) your breach of this agreement.

4.7 CMobile holds the benefit of clause 4.6 for and on behalf of the Released Parties, and any of the Released Parties may enforce this clause as if it were a party to this agreement.

Equipment

- 4.8 You can only use devices that have been approved by us for use on the NBN network. You must have an NBN-ready router in order to access the NBN service.
- 4.9 If you purchase equipment from us, title will pass on payment of the equipment. Risk will pass at the time the equipment is delivered to you.

Faults

- 4.10 You may alert us to service faults by contacting us, however you acknowledge that we do not own, nor have control over, the NBN network. We will provide you with as much information regarding faults, including the anticipated restoration time, as is available to us.
- 4.11 Notwithstanding any other term of this agreement, you acknowledge and agree that:
 - (a) the service is not free from faults or interruptions;
 - (b) we do not warrant the currency, availability, accuracy, security or the quality of any information which you receive or can access using the service;
 - (c) you are responsible for any reliance on or use of the information which you receive or can access using the service; and
 - (d) the service can only be used in areas where the NBN network is available.

Fair Use policy

- 4.12 Our Fair Use Policy is intended to ensure that our customers do not use our service in a way that causes, or may cause, interference, disruption, congestion or, more generally, sub-optimal network performance.

- 4.13 The services we make available to you are intended for personal use. Generally, legitimate use of our services for their intended purposes for which they are sold to you will not breach our Fair Use Policy.
- 4.14 You must not engage in Unfair Use. Unfair Use means any use of the NBN network that creates a risk to:
- (a) the integrity of the NBN network;
 - (b) the integrity of the network, systems equipment or facilities of CMobile or any other provider used in connection with the NBN network;
 - (c) the quality of any product or service supplied by nbn Co to us; or
 - (d) the health or safety of any person.
- 4.15 Examples of conduct that may constitute Unfair Use include, but are not limited to:
- (a) use of the NBN network in a way that causes or may cause interference, disruption, congestion or, more generally, sub-optimal network performance; and
 - (b) undertaking (or attempting to undertake) any of the following activities without authorisation:
 - (i) 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;
 - (ii) probing, scanning or testing the vulnerability of a system or network; or
 - (iii) breaching the security or authentication measures for a service or network.
- 4.16 Your use of the NBN service may be impacted by nbn Co's fair use policy. This could mean that you experience slower speeds from time to time depending on your usage, the applications you are using and the time of day you are using the service.
- 4.17 You must not resell or commercially resupply our services.
- 4.18 If you engage in Unfair Use, or are otherwise in breach of the Fair Use Policy, we may take steps to prevent that Unfair Use, including by way of disconnection or deactivation of equipment or suspension of the supply of the NBN service.

5. BILLING AND PAYMENT

Charges

- 5.1 The charges for your service are set out in the Critical Information Summary (**CIS**) for your plan on the CMobile website (www.cmobile.com.au). In the event of any inconsistency between these Consumer NBN Terms and the CIS, the CIS will prevail to the extent of the inconsistency.
- 5.2 You are liable for all charges incurred by a service whether or not you authorised the usage.

Bills

- 5.3 We will issue you one bill each month on or around the first business day of the month.
- 5.4 Each bill will include, for each service on your account:
- (a) a minimum monthly charge, charged in advance; and
 - (b) a dedicated IP charge, if applicable.
- Your first bill will also include a pro-rata charge calculated from the date nbn Co connects your service to the end of the calendar month.
- 5.5 The billing period commences on the first calendar day of each month and ends on the last calendar day of each month.
- 5.6 You must pay each bill by the 15th day of each month.
- 5.7 Part payments will be allocated to the debt incurred earliest in time.

- 5.8 Our records are sufficient proof that a charge is payable by you unless the records are shown to be incorrect.
- 5.9 Where you believe that charges in a bill are incorrect, you must notify us within 12 months of the bill being issued.
- 5.10 You must pay our bills via BPay or credit card. As we are an online business, we do not accept cash or cheque. We do not charge any credit card or Bpay processing fees.

Late payments

- 5.11 If you do not pay your bill on time, we will send notifications via SMS or email alerting you to the non-payment of your bill. Continued failure to pay your bill in full may result in a late payment fee of \$10 and suspension, restriction or cancellation of your account in accordance with the terms below on suspension or cancellation of your service.

Adjustments

- 5.12 We can pay you any amounts we owe you by deducting them from any amounts you owe us. You must pay us without any set-off, counter claim or deduction.
- 5.13 Where you have paid us for a service in advance or your account is in credit and the service is cancelled, we will refund you any overpayment following the issue and payment of your final bill and any charges outstanding on your account.

GST

- 5.14 If GST is imposed on any supply we make to you, and the consideration payable for the supply under any of our Consumer NBN Terms or CIS is not expressed to be inclusive of GST, you must pay us on demand, an additional amount calculated by multiplying the value of that GST-exclusive consideration (without deduction or set-off) by the prevailing GST rate. We will issue a tax invoice to you for any supply on which GST is imposed.

Bill format

- 5.15 Our bills are available in the following format:
 - (a) Email bill – receive your bill by email in PDF format; and
 - (b) Online bill – view your bill online via MyCMobile on the cmobile.com.au website.
- 5.16 We will use our best endeavours to deliver your email bill to the email address you nominate. If we cannot deliver your email bill to that email address, we will contact you to request that you update your email address.
- 5.17 We will notify you when a new online bill is made available on MyCMobile via email. It is your responsibility to contact us if you do not receive billing notices or cannot open online bills or email bills.
- 5.18 Provided that we use our best endeavours to deliver your email bill to you or notify you that your online bill is available, the bill remains payable on the 15th of the month regardless of whether or not you receive, read or access your bill or any notices from us regarding your bill.
- 5.19 It is your responsibility to:
 - (a) keep your contact details and billing email address up to date at all times and notify us of any changes;
 - (b) ensure you have sufficient space in your billing email mailbox to receive your bill or billing notices;
 - (c) contact us if you do not receive your bill or billing notices after first checking your junk or spam mailbox;
 - (d) keep your email account and devices secure to protect the privacy and confidentiality of the credit and calling information contained in the bills; and
 - (e) check our online portal, MyCMobile, when notified that a bill is available.

Financial Hardship

5.20 If you are experiencing financial hardship, you may contact us or refer to the Financial Hardship Policy on our website at [CMobile Financial Hardship Policy](#).

6. SUSPENSION OR TERMINATION OF YOUR SERVICE

Cancellation of your service by you

- 6.1 You may cancel your service at any time by advising us in writing or via phone. You will still be liable for the entire months' monthly charge, and dedicated IP if applicable, for the month you cancelled your service and we will not provide you with a pro-rata refund.
- 6.2 If you cancel your service before it has been activated, we can charge you our reasonable costs in preparing to provide the service to you.
- 6.3 Your service will be cancelled if you migrate your NBN service to another provider. In this event, all charges up to and including the date of termination will become immediately due and payable.
- 6.4 You may cancel your service if we change our Consumer NBN Terms and the change represents a material adverse change to your service.

Suspension or cancellation of your service by us

- 6.5 We may cancel, suspend or restrict your service if:
 - (a) you breach these Consumer NBN Terms and you do not remedy that breach within 14 days of being notified of the breach by us, except where you are in breach of clauses 4.2, 4.14 and 5.6 in which case we may suspend or terminate your service immediately on notice;
 - (b) your use of the service presents an unacceptably high credit risk to us, in which case we may suspend or terminate your service immediately on notice;
 - (c) we provide you with 30 days written notice of our intention to do so following the end of any minimum term;
 - (d) your behaviour towards us or our representatives has been abusive (verbally or otherwise), threatening or otherwise inappropriate;
 - (e) you have made multiple complaints without a reasonable basis for doing so and continue to do so after we have asked you to stop;
 - (f) we have incomplete or incorrect information about you that we are required by law to record and you refuse to provide the information upon request;
 - (g) we are required to do so at the direction of nbn Co;
 - (h) we are permitted to, or required by, law;
 - (i) there is an emergency;
 - (j) providing the service to you becomes, or we reasonably believe may become, illegal;
 - (k) you become bankrupt or insolvent or appear likely to do so; or
 - (l) an administrator, receiver or scheme administrator is appointed to you, and that administrator, receiver or scheme administrator does not accept personal liability for the ongoing supply of services by us within 5 business days our request that they do so.
- 6.6 We will endeavour to provide as much notice as practicable where we cancel, suspend or restrict your service pursuant to clauses 6.5(b) to (i).
- 6.7 We may suspend or restrict your service(s) during the period before we cancel your service.

Effect of cancellation or suspension

- 6.8 In the event of cancellation, you are liable for all charges incurred up to and including the date of cancellation.

- 6.9 You remain liable to pay for your service in the event of suspension of the service.
- 6.10 Following cancellation of your service we will refund any monies held in credit on your account after all charges incurred up to the date of cancellation have been paid.
- 6.11 We may require you to pay a reconnection charge per service before we reconnect a service that has been cancelled except where the service was cancelled due to our error or failure.

7. CONSUMER GUARANTEES AND LIABILITY

Our liability to you and the Australian Consumer Law

- 7.1 We agree that we are liable for our negligence in relation to supplying the services and equipment in the event of personal injury or death. We also agree we are liable for any breach by us of any non-excludable rights that you have under the Australian Consumer Law as set out in the *Competition and Consumer Act 2010* (Cth), or other consumer protection laws.
- 7.2 Any term of this Agreement that purports to exclude, restrict or modify any of the non-excludable rights that you have under the Australian Consumer Law are void to the extent they are inconsistent with those rights.
- 7.3 We otherwise exclude all conditions and warranties implied into these Consumer Terms. Where certain laws imply terms into contracts for the supply of goods and services that cannot be excluded, and we breach those terms, we accept liability for that breach. In this case, our liability is limited to the resupply, repair or replacement of the relevant goods or services, or paying you the cost of doing so, and only where the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption.
- 7.4 As the service is provided to you for personal, household or domestic use, we do not accept liability for any business losses except where such liability cannot be excluded by law.
- 7.5 Our liability for your loss is reduced to the extent that your acts or omissions or those of any third party not under our control, or your equipment, cause or contribute to that loss, or where you failed to take reasonable steps to minimise your loss.
- 7.6 We are not liable for any loss caused by events outside our reasonable control.

Your liability to us

- 7.7 You are liable to us for any breach of this agreement, and must pay us for any loss or damage we suffer as a result of your use of the service, whether or not authorised by you.
- 7.8 Where an account is held in the name of two or more individuals, each person listed on the account will be jointly and severally liable for all costs and obligations arising out of these Consumer Terms and your use of the service.
- 7.9 You are liable to us for any loss, including the reasonable cost of repairs, or damage that we suffer or incur as a result of loss, damage or theft of any nbn Co equipment to the extent that you have caused or contributed to that loss, damage or theft. You are not liable to us to the extent that we have caused or contributed to the loss or damage, and we must take reasonable steps to mitigate the loss or damage suffered or incurred as a result of such loss, damage or theft.

8. MISCELLANEOUS TERMS

Assignment

- 8.1 We may transfer our rights and obligations under these Consumer Customer Terms to anyone else provided that the party to whom we are transferring our obligations has the ability to provide your service and perform our obligations in a manner similar to us and in accordance with these Consumer Customer Terms. We will provide you with reasonable notice before the transfer of your service occurs.

Governing law and jurisdiction

8.2 These Consumer Customer Terms are governed by the laws of the Australian State or Territory where you lived at the time of entering into this agreement. You and we agree to submit to the non-exclusive jurisdiction of the courts of that State or Territory.

Waiver

8.3 If we fail or delay in exercising a right under these Consumer Customer Terms it does not operate as a waiver of that right. A waiver will only be effective if agreed by us in writing.

Privacy

8.4 We collect, use and disclose personal information as set out in our Privacy Policy which you can find at [CMobile Privacy Policy](#).

Term void or unenforceable

8.5 If any term or part thereof in these Consumer Customer Terms is void or unenforceable, that term (or part thereof) is removed from these Consumer Customer Terms. The remaining terms will continue to have full effect.

CMobile Satellite Premium+ Service Schedule

1. ABOUT THIS SERVICE SCHEDULE

- 1.1 This Service Schedule applies to you if we supply you with a CMobile Satellite Premium+ NBN Service (the **Satellite NBN Service**).
- 1.2 The terms of this Service Schedule apply in addition to the Consumer Customer NBN Terms unless expressly stated otherwise.
- 1.3 If there is any inconsistency between the terms of this Service Schedule and the Consumer Customer NBN Terms, the terms in this Service Schedule apply to the extent of any inconsistency.

2. YOUR USE OF THE SERVICE

The Service

- 2.1 The Satellite NBN Service is a broadband internet service that is provided to you by the NBN Long Term Satellite Network.
- 2.2 The Satellite NBN Service is only available within an NBN satellite service area and is subject to availability and provisioning feasibility.

Installation and Connection

- 2.3 Your premises must be connected to the NBN Long Term Satellite Network in order to receive the Satellite NBN Service.
- 2.4 Your installation process may vary depending on whether your premises have already been connected to the NBN network or whether you require a new connection.
- 2.5 You:
 - (a) must provide nbn Co, or an nbn Co approved installer, with prompt and safe access to the premises on which the Satellite NBN Service is to operate in order to install or upgrade equipment or otherwise perform any work in relation to the Satellite NBN Service;
 - (b) must cooperate with, and comply with all reasonable requests of, the nbn Co representative regarding installation of the NBN service;
 - (c) must ensure that you or an authorised representative who is aged at least 18 years is present at the premises when nbn Co attends the premises unless nbn Co advises you otherwise;
 - (d) must, if you are not the owner of the premises, seek prior approval of the owner for installation of the Satellite NBN Service and equipment at the premises;
 - (e) agree to allow us and nbn Co to disconnect the supply of any services supplied to your premises in order to install the Satellite NBN Service; and
 - (f) must install any nbn Co equipment as soon as reasonably possible and in accordance with any instructions provided to you by us or nbn Co.
- 2.6 You will not be charged for a standard installation. If you have any non-standard installation requirements, you must discuss them promptly with the nbn Co installation technician and you may be required to pay additional charges as required by nbn Co.
- 2.7 Information about installation of the Satellite NBN Service is available on our website. Specifically, refer to the '*Preparing for the nbn network: Your guide to nbn® Sky Muster® and Sky Muster® Plus*' guide on our website.

Equipment

- 2.8 nbn Co retains ownership of any connecting equipment it installs to connect your premises to its network. This includes, without limitation, the satellite dish, modem, power supply and cabling.

- 2.9 You must ensure that you have a compatible NBN-ready router and necessary cabling in order to access and use the Satellite NBN Service. You may either bring your own router or you can purchase one from us.
- 2.10 We only provide technical support for routers supplied by us. While we will use reasonable endeavours to assist you where you are experiencing problems with a router not purchased from us, we are not liable for any loss you suffer as a result of your use of a router not purchased from us.
- 2.11 You must ensure that all equipment is installed free of any covering and in such a way as to allow air to freely circulate around the equipment.

Use

- 2.12 You must:
 - (a) only use (including deactivation) the Satellite NBN Service and any associated nbn Co equipment in accordance with our Consumer Customer NBN Terms, this Service Schedule and any applicable nbn Co policies as updated from time to time;
 - (b) ensure that the equipment, systems and networks you use in connection with the Satellite NBN Service are technically compatible with the NBN and at all times comply with our terms and conditions and any applicable nbn Co policies;
 - (c) ensure all nbn Co equipment is used only in connection with the supply of the Satellite NBN Service, and is maintained in good working condition;
 - (d) promptly notify us if you become aware of any material damage to the nbn Co equipment;
 - (e) provide us and/or nbn Co with all reasonable assistance required in order for the Satellite NBN Service to be installed and supplied; and
 - (f) ensure that any technicians you engage to carry out any works associated with any installation affecting the Satellite NBN Service or nbn Co equipment hold all relevant industry certifications, are registered cablers, are adequately insured and comply with all applicable laws, regulations and standards.

Prohibited use

- 2.13 You must not, and must ensure others do not:
 - (a) use or attempt to use the Satellite NBN Service in a manner that is unlawful;
 - (b) damage, threaten, interfere with or cause the deterioration or degradation of the operation or performance of the Satellite NBN Service, the NBN network or any equipment supplied to you by us or nbn Co; or
 - (c) use the Satellite NBN Service or any nbn Co equipment in such a way that harms, endangers or has the potential to harm or endanger the health or safety of any person.

Service limitations

- 2.14 The Satellite NBN Service is an internet-only service and is therefore not a replacement for your current voice service.
- 2.15 The Satellite NBN Service does not support Priority Assistance. If you have a life-threatening medical condition or live with someone that does, you must seek an alternative type of service that supports Priority Assistance. Telstra provides telephony Priority Assistance on its copper network.

Faults

- 2.16 Any faults with the Satellite NBN Service must be reported to us and not to nbn Co. You acknowledge that we do not own, nor control, the NBN network and that there are many factors outside our control that may impact your service.
- 2.17 You acknowledge that the Satellite NBN Service is not fault free and that we cannot guarantee uninterrupted service, or the speed or quality of the network. nbn Co may, from time to time,

perform maintenance work to the NBN network and this may result in a temporary loss of service. Where we have prior notice of any such service interruptions, we will provide you with as much notice as reasonably practicable.

- 2.18 There may be times when we need to escalate a fault in your service to nbn Co. If nbn Co reasonably determines that the fault is caused by your equipment, we may charge you a fee equivalent to any fee nbn Co charges us on a passthrough basis.

CMobile Fixed Wireless Plus Service Schedule

1. ABOUT THIS SERVICE SCHEDULE

- 1.1 This Service Schedule applies to you if we supply you with a CMobile Fixed Wireless Plus NBN Service (the **Wireless NBN Service**).
- 1.2 The terms of this Service Schedule apply in addition to the Consumer NBN Terms unless expressly stated otherwise.
- 1.3 If there is any inconsistency between the terms of this Service Schedule and the Consumer Customer NBN Terms, the terms in this Service Schedule apply to the extent of any inconsistency.

2. YOUR USE OF THE SERVICE

The Service

- 2.1 The Wireless NBN Service is a broadband internet service that utilises data transmitted over radio signals to connect your premises to the NBN network.
- 2.2 The Wireless NBN service is only available within an nbn Co fixed wireless network area and is subject to availability and provisioning feasibility.

Installation and Connection

- 2.3 Your premises must be connected to the NBN fixed wireless network in order to receive the Wireless NBN Service.
- 2.4 Your installation process may vary depending on whether your premises have already been connected to the NBN network or whether you require a new connection.
- 2.5 You:
 - (a) must provide nbn Co, or an nbn Co approved installer, with prompt and safe access to the premises on which the Wireless NBN Service is to operate in order to install or upgrade equipment or otherwise perform any work in relation to the Wireless NBN Service;
 - (b) must cooperate with, and comply with all reasonable requests of, the nbn Co representative regarding installation of the NBN service;
 - (c) must ensure that you or an authorised representative who is aged at least 18 years is present at the premises when nbn Co attends the premises unless nbn Co advises you otherwise;
 - (d) must, if you are not the owner of the premises, seek prior approval of the owner for installation of the Wireless NBN Service and equipment at the premises;
 - (e) agree to allow us and nbn Co to disconnect the supply of any services supplied to your premises in order to install the Wireless NBN Service; and
 - (f) must install any nbn Co equipment as soon as reasonably possible and in accordance with any instructions provided to you by us or nbn Co.
- 2.6 You will not be charged for a standard installation. If you have any non-standard installation requirements, you must discuss them promptly with the nbn Co installation technician and you may be required to pay additional charges as required by nbn Co.
- 2.7 Information about installation of the Wireless NBN Service is available on our website. Specifically, refer to the '*Preparing for the nbnTM network: Your guide to nbnTM Fixed Wireless technology*' guide on our website.

Equipment

- 2.8 nbn Co retains ownership of any connecting equipment it installs to connect your premises to its network. This includes, without limitation, the outdoor antenna unit, the nbn connection box and cabling.

- 2.9 You must ensure that you have a compatible NBN-ready router and necessary cabling in order to access and use the Wireless NBN Service. You may either bring your own router or you can purchase one from us.
- 2.10 We only provide technical support for routers supplied by us. While we will use reasonable endeavours to assist you where you are experiencing problems with a router not purchased from us, we are not liable for any loss you suffer as a result of your use of a router not purchased from us.
- 2.11 You must ensure that all equipment is installed free of any covering and in such a way as to allow air to freely circulate around the equipment.

Use

- 2.12 You must:
 - (a) only use (including deactivation) the Wireless NBN Service and any associated nbn Co equipment in accordance with our Consumer Customer NBN Terms, this Service Schedule and any applicable nbn Co policies as updated from time to time;
 - (b) ensure that the equipment, systems and networks you use in connection with the Wireless NBN Service are technically compatible with the NBN and at all times comply with our terms and conditions and any applicable nbn Co policies;
 - (c) ensure all nbn Co equipment is used only in connection with the supply of the Wireless NBN Service, and is maintained in good working condition;
 - (d) promptly notify us if you become aware of any material damage to the nbn Co equipment;
 - (e) provide us and/or nbn Co with all reasonable assistance required in order for the Wireless NBN Service to be installed and supplied; and
 - (f) ensure that any technicians you engage to carry out any works associated with any installation affecting the Wireless NBN Service or nbn Co equipment hold all relevant industry certifications, are registered cablers, are adequately insured and comply with all applicable laws, regulations and standards.

Prohibited use

- 2.13 You must not, and must ensure others do not:
 - (a) use or attempt to use the Wireless NBN Service in a manner that is unlawful;
 - (b) damage, threaten, interfere with or cause the deterioration or degradation of the operation or performance of the Wireless NBN Service, the NBN network or any equipment supplied to you by us or nbn Co; or
 - (c) use the Wireless NBN Service or any nbn Co equipment in such a way that harms, endangers or has the potential to harm or endanger the health or safety of any person.

Service limitations

- 2.14 The Wireless NBN Service is an internet-only service and is therefore not a replacement for your current voice service.
- 2.15 The Wireless NBN Service does not support Priority Assistance. If you have a life-threatening medical condition or live with someone that does, you must seek an alternative type of service that supports Priority Assistance. Telstra provides telephony Priority Assistance on its copper network.

Faults

- 2.16 Any faults with the Wireless NBN Service must be reported to us and not to nbn Co. You acknowledge that we do not own, nor control, the NBN network and that there are many factors outside our control that may impact your service.
- 2.17 You acknowledge that the Wireless NBN Service is not fault free and that we cannot guarantee uninterrupted service, or the speed or quality of the network. nbn Co may, from time to time,

perform maintenance work to the NBN network and this may result in a temporary loss of service. Where we have prior notice of any such service interruptions, we will provide you with as much notice as reasonably practicable.

- 2.18 There may be times when we need to escalate a fault in your service to nbn Co. If nbn Co reasonably determines that the fault is caused by your equipment, we may charge you a fee equivalent to any fee nbn Co charges us on a passthrough basis.

CMobile Fibre Internet Service

1. ABOUT THIS SERVICE SCHEDULE

- 1.1 This Service Schedule applies to you if we supply you with a CMobile Fibre Internet Service (the **Fibre Service**).
- 1.2 The terms of this Service Schedule apply in addition to the Consumer NBN Terms unless expressly stated otherwise.
- 1.3 If there is any inconsistency between the terms of this Service Schedule and the Consumer Customer NBN Terms, the terms in this Service Schedule apply to the extent of any inconsistency.

2. YOUR USE OF THE SERVICE

The Service

- 2.1 The Fibre Service is a broadband internet service that uses one of the following technologies to deliver internet connectivity to you:
 - (a) NBN Fibre to the Premises (**FTTP**);
 - (b) NBN Fibre to the Basement (**FTTB**);
 - (c) NBN Fibre to the Node (**FTTN**);
 - (d) Fibre to the Curb (**FTTC**); or
 - (e) Hybrid Fibre-Coaxial (**HFC**).Your address determines how the Fibre Service is delivered to you.
- 2.2 The Fibre Service is only available within an nbn Co fibre service area and is subject to availability and provisioning feasibility.

Installation and Connection

- 2.3 Your premises must be connected to the NBN fibre network in order to receive the Fibre Service.
- 2.4 Your installation process may vary depending on whether your premises have already been connected to the NBN network or whether you require a new connection.
- 2.5 You will not be charged for a standard installation. If you have non-standard installation requirements, you must discuss them promptly with the nbn Co installation technician and you may be required to pay additional charges as required by nbn Co. If a non-standard installation is required, additional charges may apply. If nbn Co deem our premises to be a new development, the NBN New Development charge of \$300 (incl. GST) will apply.
- 2.6 A 240-volt power supply is required at your premises, and you must ensure this power supply is made available. In the event of a power outage, your service will not work unless you have a battery backup. Nbn Co does not offer a batter backup service. If you experience mains power disruption, you will not be able to use the Fibre Service or make emergency calls with it. We recommend you have a mobile phone for emergency calls.
- 2.7 You:
 - (a) must provide nbn Co, or an nbn Co approved installer, with prompt and safe access to the premises on which the Fibre Service is to operate in order to install or upgrade equipment or otherwise perform any work in relation to the Fibre Service;
 - (b) must cooperate with, and comply with all reasonable requests of, the nbn Co representative regarding installation of the NBN service;
 - (c) must ensure that you or an authorised representative who is aged at least 18 years is present at the premises when nbn Co attends the premises unless nbn Co advises you otherwise;
 - (d) must, if you are not the owner of the premises, seek prior approval of the owner for installation of the Fibre Service and equipment at the premises;

- (e) agree to allow us and nbn Co to disconnect the supply of any services supplied to your premises in order to install the Fibre Service; and
- (f) must install any nbn Co equipment as soon as reasonably possible in accordance with any instructions provided to you by us or nbn Co.

Equipment

- 2.8 nbn Co retains ownership of any connecting equipment it installs to connect your premises to its network. This includes, without limitation, the outdoor antenna unit, the nbn connection box and cabling.
- 2.9 You must ensure that you have a compatible NBN-modem/router and necessary cabling in order to access and use the Fibre Service. You may either bring your own modem/router or you can purchase one from us. You acknowledge that your own modem/router may be locked to another provider and if so, this will prevent you from accessing our Fibre Service. If using your own modem/router, you are responsible for ensuring that it will operate with the Fibre Service prior to requesting the transfer of your service to us.
- 2.10 We only provide technical support for modem/routers supplied by us. While we will use reasonable endeavours to assist you where you are experiencing problems with a modem/router not purchased from us, we are not liable for any loss you suffer as a result of your use of a modem/router not purchased from us.
- 2.11 You must ensure that all equipment is installed free of any covering and in such a way as to allow air to freely circulate around the equipment.

Use

- 2.12 You must:
 - (a) only use (including deactivation) the Fibre Service and any associated nbn Co equipment in accordance with our Consumer Customer NBN Terms, this Service Schedule and any applicable nbn Co policies as updated from time to time;
 - (b) ensure that the equipment, systems and networks you use in connection with the Fibre Service are technically compatible with the NBN and at all times comply with our terms and conditions and any applicable nbn Co policies;
 - (c) ensure all nbn Co equipment is used only in connection with the supply of the Fibre Service, and is maintained in good working condition;
 - (d) promptly notify us if you become aware of any material damage to the nbn Co equipment;
 - (e) provide us and/or nbn Co with all reasonable assistance required in order for the Fibre Service to be installed and supplied; and
 - (f) ensure that any technicians you engage to carry out any works associated with any installation affecting the Fibre Service or nbn Co equipment hold all relevant industry certifications, are registered cabling, are adequately insured and comply with all applicable laws, regulations and standards.

Prohibited use

- 2.13 You must not, and must ensure others do not:
 - (a) use or attempt to use the Fibre Service in a manner that is unlawful;
 - (b) damage, threaten, interfere with or cause the deterioration or degradation of the operation or performance of the Fibre Service, the NBN network or any equipment supplier to you by us or nbn Co; or
 - (c) use the Fibre Service or any nbn Co equipment in such a way that harms, endangers or has the potential to harm or endanger the health or safety of any person.

Service limitations

- 2.14 The Fibre Service is an internet-only service and is therefore not a replacement for your current voice service.
- 2.15 The Fibre Service does not support Priority Assistance. If you have a life-threatening medical condition or live with someone that does, you must seek an alternative type of service that supports Priority Assistance. Telstra provides telephony Priority Assistance on its copper network.

Faults

- 2.16 Any faults with the Fibre Service must be reported to us and not to nbn Co. You acknowledge that we do not own, nor control, the NBN network and that there are many factors outside our control that may impact your service.
- 2.17 You acknowledge that the Fibre Service is not fault free and that we cannot guarantee uninterrupted service, or the speed or quality of the network. nbn Co may, from time to time, perform maintenance work to the NBN network and this may result in a temporary loss of service. Where we have prior notice of any such service interruptions, we will provide you with as much notice as reasonably practicable.
- 2.18 There may be times when we need to escalate a fault in your service to nbn Co. If nbn Co reasonably determines that the fault is caused by your equipment, we may charge you a fee equivalent to any fee nbn Co charges us on a passthrough basis.