Foxtel Broadband & Home Phone Agreement

nbn™ from Foxtel Broadband Service Description

1 About this Service Description

If you receive the nbn™ from Foxtel Broadband service (the Service) this Service Description forms part of your Foxtel Broadband & Home Phone Agreement with us.

This Service Description describes the Service and sets out some of the terms on which we will supply the Service to you.

If any of the terms of the wholesale agreements under which we acquire the inputs required to provide the Service are varied, then we may vary this Service Description to ensure that we comply with our obligations under those wholesale agreements. We will give you as much prior notice of any such variation as is reasonably possible, recognising that such variations will be determined by our Suppliers.

2 nbn™ from Foxtel Broadband Service

2.1 nbn™ from Foxtel Broadband Service

The Service is an Internet access service that is supplied to the Network Boundary Point in your Home using the nbn™ network.

2.2 Network Boundary Point

We are responsible for supplying the Service up to the Network Boundary Point in your Home.

You are responsible for everything on your side of the Network Boundary Point, excluding faults caused by Foxtel Supplied Equipment during its warranty period.

3 Plans

We offer to supply the Service in accordance with different Plans. You must choose to receive the Service in accordance with one of these Plans

The Plan and pricing for your Service is set out in your sales confirmation email.

4 Minimum Term

You can acquire the Service for the Minimum Terms set out in the Price Guide.

Your Minimum Term will be set out in your Application for the Service as accepted by us or will be subsequently agreed with us in accordance with this Agreement.

If you are receiving the Service as part of a Bundle, your Minimum Term will be set out in your Application for the Bundle as accepted by us or will be subsequently agreed with us in accordance with this Agreement, and will commence on the date the first service included in the Bundle is activated.

5 Requirements and Restrictions

5.1 Availability

Select Areas

The Service is only available in select areas that are covered by the Supplier Network. If your Home is not located in an area in which we supply nbn™ from Foxtel Broadband, we will not be able to supply the Service to you. If you acquire the Service and move from your current Home, we may not be able to continue to supply you with that service, unless you move to another area covered by the Supplier Network and Foxtel is able to facilitate a transfer of your service to your new address.

Network Availability and Capacity

We can only supply the Service to your Home where there is sufficient availability and capacity on the Supplier Network to do so. This includes available ports on your nbn™ Connection Box. If there is insufficient availability and/or capacity on the Supplier Network, we will not be able to supply the Service to your Home.

Other Factors

There may be other commercial, operational or technical reasons why we cannot supply the Service to your Home. If any of these reasons prevents us from being

able to supply the Service to your Home, we will notify you of those reasons.

5.2 Foxtel WiFi Modem

In order to receive the Service, you must install and operate the Foxtel WiFi Modem (as currently provided) as your modem, in accordance with our instructions.

If you do not already have a compatible Foxtel WiFi Modem, we will deliver the Foxtel WiFi Modem to your Home unless you have requested an alternate delivery address or method.

We will supply a self-install kit with your Foxtel WiFi Modem. You must follow the self-install kit instructions to be able to activate and receive the Service. We are not responsible if you do not install the Foxtel WiFi Modem in accordance with the self-install kit instructions by the date we activate the Service.

Except to the extent we may be required by law, we will not support your use of the Foxtel WiFi Modem to receive broadband services from third party service providers.

5.3 Incompatible Products and Services

We do not support the use of any modems, other than the Foxtel WiFi Modem to receive the Service. If you do supply your own modem and 'bring your own device' (BYOD) then Foxtel takes no responsibility for the performance, functionality and accessibility of the Service. The use of a BYOD may, for example, affect:

- your ability to have an active Home Phone service (if you take one);
- internet connection stability; and
- our ability to deliver a simple plug and play set up.

We also will not provide any support services where the Service failure is caused by or is a result of your BYOD.

While you are receiving the Service, you may not be able to access or use some other products and services that are incompatible with Internet access services supplied using the nbn™ network. This may include some types of fax machines and phone systems. If you have any questions about this, please contact us.

Foxtel does not support medical, security or other personal alarms that may be attached to your Service. If you have a medical, security or other personal alarm at your Home, we recommend that you contact the

providers of these alarms to check their compatibility with nbn™ services.

5.4 No Battery Back-Up

We do not provide Battery Back-Up functionality as part of the Service. If your Service uses the FTTP network and you require this service, please inform us and we will assist in directing you to a provider that can supply that service to you.

5.5 Power requirements

You must provide 240-volt mains power at your Home to operate the Service.

Your Foxtel WiFi Modem must be connected to mains power supply directly. During a power failure at your Home, your Service will not operate and any relevant service levels will not apply.

6 Using the nbn[™] network

Notwithstanding any other provisions in this Agreement, as a condition of your acquisition of the Service you acknowledge and agree to the following. These provisions are required to enable us to comply with the terms of our wholesale agreements with Suppliers.

6.1 Use of the nbn[™] network

You must:

- ensure that any networks, systems, equipment and facilities you use in connection with the nbn™ network are technically compatible with the nbn™ network and comply with and are used in accordance with, relevant nbn™ Policies and laws;
- provide us with reasonable assistance to enable us to supply or maintain the Services and to comply with our obligations to our Suppliers;
- notify us promptly if you are aware of any material damage to the nbn™ network or any nbn™ Equipment;
- ensure any of your equipment that is used in connection with the Services is maintained in good repair and working condition;
- ensure that any technicians that you engage to carry out works associated with an installation are registered cablers, hold all relevant industry certifications and otherwise comply with all applicable laws, regulations and standards;

- not claim any right, title or interest (whether legal, equitable or statutory) in any part of the nbn™ network or any nbn™ Equipment used in the provision of Service; and
- ensure that you, your agents, suppliers and contractors do not cause or contribute to any loss or theft of, or damage to any nbn™ Equipment.

6.2 Compliance with directions, policies etc

You must comply with our reasonable directions, instructions, policies and procedures in relation to:

- protecting the integrity of the nbn™ network or any other network, systems, equipment or facilities used by us or our Suppliers in connection with the nbn™ network;
- ensuring the quality of any product or service supplied by our Suppliers to us or any other person;
- protecting the health or safety of any person.

You must comply with nbn co's Fair Use Policy (as may be amended by nbn co from time to time) a copy of which is on the nbn co website at http://www.nbnco.com.au/. This requires, inter alia, that you do not:

- use the nbn[™] network in a way that causes or may cause interference, disruption, or congestion;
- undertake (or attempt to undertake) any of the following activities without authorisation:
 - access material or data or log into a server or account unlawfully;
 - disable, disrupt or interfere with the regular working of any service or network, including, via means of overloading it, denial or service attacks or flooding a network;
 - o probe, scan or test the vulnerability of a system or network; or
 - breach the security or authentication measures for a service or network;
- use your Service to support:
 - any substantial service provider data aggregation applications, (such as backhaul for mobile base stations or multiplexed access systems) that result in substantial and continuous network throughput; or
 - o connections that provide or enable service provider interconnection.

You must comply with any reasonable requirements set out in nbn™ Pass-Through Information we may provide to you from time to time.

You must comply with the nbn™ Equipment user guide and the nbn co Operations Manual (as each may be amended by nbn co from time to time), copies of which are on the nbn co website at http://www.nbnco.com.au/.

6.3 Disconnection from the nbn™ Network

We may immediately disconnect, deactivate or suspend your Service (in whole or part) or any network, system, facility or equipment you use in connection with the nbn™ network at any time without notice to you:

- if you are in breach of clauses 6.1 or 6.2;
- if our Supplier informs us that your conduct is in breach of clauses 6.1 or 6.2; or
- if our Supplier ceases, suspends, or interrupts the supply to us of anything that is necessary for us to supply the Service to you.

In relation to any disconnection, deactivation or suspension of the Service due to our Suppliers, we will give you as much prior notice of this as is reasonably possible, recognising that we are reliant on our Suppliers to provide us with this information.

7 Service Activation

7.1 Connecting Your Service

We will use our best efforts to start supplying your Service between 5 and 20 business days after we accept your Application.

We rely on our Suppliers to provision your Services and this may affect when we can start supplying them to you.

We will charge you an activation fee as specified in the Price Guide or your Application, for activation of your Service.

7.2 Trenching

Some nbn™ connections require a lead-in cable between the network entry point (outside the Home) and the first socket or main distribution frame (MDF) if residing in an apartment. The lead-in cable connects your Home to the network to facilitate the connection of a working Service.

Some premises may not have a lead-in cable, and will require installation - either aerially or underground.

If the lead-in cable is to be installed underground, this may require trenching. We will recommend to you a suitable provider to do this work, if this is the case. More information about trenching is available on the Foxtel Website.

7.3 Interruption and Disconnection of services

If your Service uses the FTTN, FTTB, FTTC or HFC networks then this clause will apply to your Service.

You acknowledge that services to your Home that run over the FTTN, FTTB, FTTC or HFC networks (which includes the copper wire or hybrid fibre coaxial cable network at your Home) may be temporarily interrupted and/or disconnected as a result of installation and related activities in connection with your Service.

As a condition of receiving the Service, you have consented to installation and incidental activities required for the provision of services over the nbnTM network via FTTN, FTTB, FTTC or HFC, which include the temporary interruption or disconnection of services using the copper line or the hybrid fibre coaxial cable network at your Home and the use and disclosure of your Foxtel service account details in connection with this activity.

8 Extras

8.1 Data Top Ups

This clauses applies to legacy plans that are not unlimited. If you acquire a Data Top Up, then these terms will apply to you.

Data Top Ups are blocks of additional data available for purchase that may be applied to your account, should a Usage Allowance apply to your Service. You may acquire as many Data Top Ups in a Bill Period, as required and a Data Top Up may be purchased at any time.

If a monthly Usage Allowance applies to your Service and you exceed it, we will Shape your access speed to 256Kbps in accordance with clause 11 below. A Data Top Up will remove the Shaped access to your Service for the additional data allowance specified in the Data Top Up.

If you exceed your additional data allowance, we will again Shape your access to your Service.

The additional data allowance in a Data Top Up must be used within the Bill Period that it was purchased. Any unused data allowances in a Data Top Up will not rollover to subsequent Bill Periods.

Data Top Ups are available for purchase through foxtel.com.au/myaccount or by calling 131 999.

Pricing details of Data Top Ups are set out in the Price Guide.

8.2 Additional Speed Tiers

Your Service will be supplied with a default speed tier. If your Service uses FTTN, FTTB, FTTC or Fixed Wireless, your actual speed will be confirmed following the activation of your Service. You may be able to purchase an optional extra speed tiers to increase this default speed tier. Premium Speed is not available to Fixed Wireless addresses.

When an extra speed tier is purchased, it will be applied within 24 hours and your bill will show an additional charge each month. If you no longer wish to acquire an extra speed tier then you must cancel this speed tier which will take effect at the end of your next billing cycle.

For information about available speed tiers please contact us by calling 131 999 or visit our website at foxtel.com.au.

8.3 Speed During Co-existence Periods

If your Service is an FTTN, FTTB or FTTC connection, then there will be a period when both nbn™ and copper infrastructure co-exist together in the same area during the roll-out of the nbn™ in your area.

Although your Home may be nbn™ serviceable, your neighbour's Home may remain on copper infrastructure

During this period, you may not be able to reach maximum available speeds. Any extra speed tier purchased may not achieve the maximum obtainable speeds. You will be advised of this if we believe it will affect you.

This co-existence period ends when the nbn™ roll-out is complete and no more copper services exist in your area.

9 Bundle Terms

If you acquire your Service as part of a Bundle, then these Bundle Terms will apply to you.

- The Service must be supplied to the same physical address as all other services in the Bundle.
- All Foxtel services that form part of a Bundle must be billed on the one Foxtel bill.
- There is a limit of one Service per Bundle.
- If you cancel a service in your bundle during the minimum term, in most cases an ETF will apply for the relevant service you cancel. Charges for the remaining services will change to the new bundled price or standard fees (as applicable) for those services and the minimum term will continue to apply to those services.

10 Fault Rectification & Support

Where a fault in relation to your Service is caused by the Foxtel Network, we will use our best efforts to rectify the fault within 72 hours after you have reported the fault to us, but it may not always be possible for us to do so.

Where a fault in relation to your Service is caused by a Supplier Network, we will use our best efforts to ensure that our Supplier rectifies the fault within 5 business days after we have notified them of the fault, but it may not always be possible for us to do so.

11 Usage and Shaping

This clause 11 applies to legacy plans that do not include unlimited data.

11.1 Usage

Your Plan may be subject to a monthly Usage Allowance. Usage Allowances apply in respect of a whole Bill Period. Both downloaded and uploaded data count towards a Usage Allowance.

You (and any person who accesses your Service) must only use the Service in compliance with Foxtel's Fair Use Policy.

11.2 Unmetered Usage

For customers who are not on an unlimited plan and receive the Service as part of a Bundle with Foxtel TV, then your use of Foxtel Video Content in your Home will be unmetered. This unmetered content will continue to be supplied to you at the full, un-Shaped, connection speed even when you have consumed your Usage Allowance, should a Usage Allowance apply to your Service.

11.3 Exceeding a Usage Allowance

If you exceed any monthly Usage Allowance that applies to the Service during a Bill Period, subject to clause 11.2, we may Shape the access speed of the Service to 256Kbps for upload and download from the time at which you exceed the Usage Allowance to the end of the Bill Period in which you did so. No additional fees apply.

If you upgrade your Plan or acquire Data Top Ups, your Service will be Shaped if you exceed the Usage Allowance within your new Plan (should a Usage Allowance apply) including any additional Data Top Up you may have purchased.

11.4 Usage Notifications

Unless we agree with you otherwise, we may notify you by email to your primary email address, or by SMS, when your data usage has:

- exceeded 50% of your Usage Allowance during a Bill Period: and/or
- exceeded 85% of your Usage Allowance during a Bill Period; and/or
- exceeded 100% of your Usage Allowance during a Bill Period.

If you have upgraded your Plan or acquired a Data Top Up, then any additional data allowance specified in that new Plan or Data Top Up will be taken into account when providing your data usage notifications.

11.5 Checking Your Usage

You can check your usage of your Service through your Online Account. This usage information is updated for every 100MB used.

11.6 No Rollover of Unused Usage Allowance

We will not rollover any unused Usage Allowance (should one apply to you) or Data Top Up for a Bill Period into a subsequent Bill Period.

11.7 Usage Allowance Reset

Usage Allowances and Data Top Up allowances will be reset at 12.01am Australian Eastern Standard Time on the first day of each Bill Period.

12 Service Cancellation

You can cancel your Service by notifying us, in which case we will stop supplying the Service on the date agreed with you, or if no date is agreed then immediately after the end of the Bill Period in which you made your request to cancel.

You will be liable for all fees for the cancelled Service up to (and including) the date on which we stop supplying that cancelled Service.

You may have to pay the Early Termination Fee (ETF) for the cancelled Service in accordance with clause 2.6 of the General Terms.

13 Quality and Performance

13.1 Supply on a "Best Efforts" Basis

The Service is a "best efforts" Internet access service.

This means that supply of your Service and your access to the Internet will not be continuous, fault-free, accessible or available at all times.

13.2 Data Transfer Rates, Rates of Latency, Jitter & Loss

We do not represent, warrant or guarantee that your Service will achieve any particular data transfer rates or any particular rates of latency, jitter or loss.

All data transfer rates are theoretical network maximum data transfer rates based on our tests or tests of our Supplier. The data transfer rates you experience when using the Service depend on a number of variables, including:

 the type of nbn™ technology available at your Home and speed tier provided;

- in relation to FTTN services the length, configuration and/or quality of the line between your Home and the FTTN cabinet or micro-node;
- in relation to FTTB services the length, configuration and/or quality of the line between your Home and the MDF.
- in relation to FTTC services the length, configuration and/or quality of the line between your Home and the nbnTM distribution point unit deployed near your Home.
- any co-existence period the period when both nbn™ and copper infrastructure co-exist together in the same area during the roll-out of the nbn™ network:
- the number and types of services being supplied to other end users over the same line;
- electrical interference from external sources;
- the configuration and quality of the communications wiring within your Home;
- the hardware and software you are using; and
- the capacity of, load on and access data rate of the destination host computer.

14 IP Addresses

We will allocate dynamic IP addresses to you for use in connection with your Service. Any IP addresses we allocate to you will remain our property.

Typically, we will allocate you new dynamic IP addresses whenever your modem is switched on or rebooted and we will maintain that allocation until your modem is switched off or rebooted. We may, in our discretion, allocate you new dynamic IP addresses or change the dynamic IP addresses you have been allocated at other times and for other reasons.

15 Definitions

In this Service Description, where a word or phrase is capitalised and defined in:

- the Definitions section of the General Terms, that word or phrase will have the meaning given to it in that Definitions section; or
- this clause 15, that word or phrase will have the meaning given to it in this clause 15.

Battery Back-Up in relation to FTTP services, describes the functionality that delivers battery power to the nbn™ Connection Box at a premises in the event of mains power failure at that premises.

Bundle refers to a Foxtel broadband and Foxtel TV package with or without home phone.

Data Top Up means additional data, as described in clause 8.1.

Foxtel's Fair Use Policy sets out the rules and guidelines in relation to use of Foxtel's Broadband and/or Home Phone services.

Foxtel Supplied Equipment refers to the Foxtel WiFi Modem.

Foxtel Video Content means Foxtel TV content accessed on the Foxtel App or On Demand. Video content accessed from Store or Foxtel Now (or any equivalent service) will also be unmetered, but fees may apply. For details see the Foxtel Website.

nbn[™] **or nbn co** means nbn co Limited (ABN 86 136 533 741) of 100 Arthur Street, North Sydney NSW 2060 and its related body corporates, officers, employees, agents, subcontractors and consultants.

nbn™ Connection Box means an nbn co owned, operated or controlled network termination device that is installed at your Home and in the context of FTTC means a **Network Connection Device**.

nbn™ Equipment means any equipment that is owned, operated or controlled by nbn co, including an nbn™ Connection Box.

nbn™ **Fibre Network or FTTP** means the fibre to the premises network that consists of fibre lines that are owned, controlled and/or operated by or on behalf of, nbn co.

nbn™ Fixed Wireless Network or Fixed Wireless means the fixed wireless network that is owned, controlled and/or operated by or on behalf of, nbn co.

nbn™ FTTB Network or FTTB means the fibre to the building network that is owned, controlled and/or operated by or on behalf of, nbn co.

nbn™ **FTTC Network or FTTC** means the fibre to the curb network that is owned, controlled and/or operated by or on behalf of, nbn co.

nbn™ FTTN Network or FTTN means the fibre to the node network that is owned, controlled and/or operated by or on behalf of, nbn co.

nbn™ **HFC Network or HFC** means the hybrid fibre coaxial cable network that is owned, controlled and/or operated by or on behalf of, nbn co.

nbn™ network means any or all of the nbn™ Fibre

Network, the nbn™ Fixed Wireless Network, the nbn™ HFC

Network, the nbn™ FTTB Network, the nbn™ FTTC

Network and the nbn™ FTTN Network and includes any other network, systems, equipment and facilities used by nbn co in connection with the supply of its services.

nbn™ Pass-Through Information means any information that nbn co may, from time to time, provide to us that is relevant to you, when accessing or using the nbn™ network.

Network Boundary Point, in respect of your Home, means the port on your nbn™ Connection Box or for FTTC the customer side MDF (for multi-dwelling units) and the first telecommunications outlet inside your Home otherwise, or such other location as we may notify you.

Network Connection Device means an nbn co owned, operated or controlled device providing the Ethernet hand-off point installed at your Home.

Shape, Shaped or **Shaping** in respect of a Plan, means a reduction of the maximum download and upload data transfer rate achievable by your Service to 256 Kbps.

Supplier Network refers to the network supplied via Telstra Wholesale and/or nbn co.

Usage Allowance, in respect of a Plan, means the maximum amount of data that can be downloaded and uploaded using your Service on that Plan in a Bill Period (being a month). For example, if you are on a 200GB Plan then your usage allowance will be 200GB per Bill Period.