

1. About this document

This Supplement forms part of, and is to be read in conjunction with, Our Customer Terms. Should there be any discrepancy between this Schedule and Our Customer Terms, Clause 4 of Our Customer Terms determines the priority.

2. Key Terms used in this document

[Our] Customer Terms is the document containing our Standard Form of Agreement (SFOA) which is available online at www.esc.net.au/terms.

National Broadband Network (NBN) means the telecommunications infrastructure that is operated by NBN Co that uses fibre, wireless, vdsl, cable or satellite or other technology to deliver broadband to premises in Australia.

NBN Co means NBN Co Limited ABN 86 136 533 741 who designed, builds and operates the wholesale National Broadband Network.

NBN Service means any service provided using the National Broadband Network.

Network Boundary Point means point where NBN Co responsibility stops. This is defined as the data (UNI-D) and phone (UNI-V) service sockets on the rear of the NBN Co. Network Termination Device.

NTD means the Network Termination Device and is also called a NBN Connection Box. It is where NBN Co's Network is terminated. It usually features 4 data and 2 voice interfaces.

PCD means Premises Connection Device and is also called a NBN utility box. It is a connection box for the fibre from the street and is found on the outside of the building.

PSU means Power Supply Unit which provides power to Network Termination Device.

Premises; Your Premises means the location that you request the service to be supplied to.

Our Suppliers means third parties that we engage to supply us with goods or services.

3. General Information

- (a) We can only provide services using the following technologies:
 - (i) NBN Fibre Service (FTTH);
 - (ii) NBN Fixed Wireless Service;

- (iii) NBN cable;
- (iv) NBN vdsl (FTTN).
- (b) All services are subject to availability, service qualification and provisioning feasibility.
- (c) The following requirements are applicable to our NBN services:
 - (i) You must have an approved NBN router supplied by us.
 - (ii) You meet the minimum system requirements.
 - (iii) NBN equipment is installed by NBN Co or their nominated installer.
- (d) The Service is delivered to the Network Boundary Point.
- (e) Technical specifications of the services are available from NBN Co's website.

4. Considerations before installation

You need to consider the following technical requirements for the PSU (if applicable) and NTD, prior to installation as they may cause the installation to be delayed or to become a non-standard installation:

- (a) They are to be installed within 1.5 meters of a 240V power point;
- (b) Are located near your existing phone or network cabling;
- (c) In a cool, dry and well-ventilated area; and
- (d) Away from busy areas where it may be knocked or damaged.

5. Consents Prior to Installation

- (a) If you are not the property owner you agree that you have the necessary written and dated consents from the property owner. This consent must be provided to us upon request;
- (b) You agree that you, or the property owner, will allow us or our agents, including NBN Co, timely, efficient and safe access to your premises when required;
 - (i) To supply the service to you, or for any other reasonable purpose;
 - (ii) To perform any work on, or in relation to the NBN Co network or third party network. This work may include but is not limited the following functions; to deliver, to install, to connect, to disconnect, to replace, to repair, to inspect, to modify, to remove etc; the service.
 - (iii) During the time that the service is provided to you and for a reasonable time after you have ceased to utilise the service as requested by us or our supplier.
- (c) You agree that the installation may involve physical work at your premises.

6. Neighbouring property consent for Installation

- (a) In some situations it may be necessary for consent to be sought from the owners of neighbouring properties.
- (b) NBN Co or its contractors will seek these consents and in the event that consent is not obtain NBN Co will seek to find a reasonable alternative method to connect your premises.
- (c) You acknowledge and agree that identifying and seeking consents may affect the completion and activation of the service to you.

7. Standard Installation

Standard Installations do not incur a fee. A standard installation includes the following (subject to any changes in NBN Co's installation practices):

- (a) The installation of a NBN utility box (Optical Premises Connection Device (PCD)) or an outdoor antenna unit both on the outside of your premises.
- (b) The drilling of a hole through the wall of your premise to feed a cable from the PCD or outdoor antenna to a wall plate and then connect to a NBN Connection Box (Network Termination Device (NTD)) inside your premises
- (c) If applicable, for fibre installations, a Power Supply Unit (PSU) will be installed near a 240v power point and connected to the NTD using a 12V power supply cable within 1.5 meters of each other.
- (d) The installation of the NTD within 1.5 meters of a power point as power boards and extension cords are not permitted to be used.
- (e) Test once the installation is complete.

8. Non-Standard Installation

Non-Standard Installations incur a fee. The NBN Co technician will advise you if the installation will be a Non Standard Installation. You must ensure that you discuss all your requirements in detail with the installer and they will advise you if the installation will be standard or non-standard.

- (a) A non-standard installation may include the following tasks or situations but is not limited to them;
 - (i) The installation is difficult, complex, uncommon or there maybe safety concerns.
 - (ii) The installation is not from the closest or most direct point from the street.
 - (iii) The installation involves using underground cabling where overhead cabling is usually used.
 - (iv) If you have any special requirements that may fall in the non-standard installation category.

- (v) Exceeding cabling limits as set out by NBN Co.
- (b) You agree that you are responsible for costs associated with a non-standard installation.
- (c) "In roof" installations are classified as non-standard and will be undertaken at NBN Co's discretion.
- (d) You need to advise the NBN Co representative of anything that may affect your installation, for example
 - (i) Any known or suspected asbestos;
 - (ii) Any pest treatment;
 - (iii) Any heritage listings or restrictions;

9. Information relating to NBN Fibre Services

- (a) The NBN Fibre Service is a broadband internet service which uses Optical Fibre to deliver internet to your premises (Fibre to the Premises - FTTP).
- (b) Plan details are available on our website www.esc.net.au/nbn The Critical Information Summary lists the applicable charges.
- (c) In order to receive the NBN Fibre Service your premises will need to be connected to the NBN Fibre Network, unless it is already connected.

10. Information relating to NBN Fixed Wireless Services

- (a) The NBN Fixed Wireless Service utilises 4G technology to deliver services to premises within the coverage area.
- (b) Plan details are available on our website www.esc.net.au/nbn The Critical Information Summary lists the applicable charges.
- (c) In order to receive the NBN Fixed Wireless Service your premises will need to be connected to the NBN Fixed Wireless Network, unless it is already connected.

11. Information relating to Aussie Telephone Bundle for NBN

- (a) The Aussie Telephone Bundle is available for both the NBN Fibre and Wireless Services.
- (b) You acknowledge and agree that this service does not support Priority Assistance. If you require Priority Assistance you must not order this service.
- (c) The Aussie Telephone uses Voice over Internet Protocol (VoIP) and as such you need to have it bundled with one of our NBN broadband plans. The Aussie Phone service can be used to make local, national, mobile and international calls.
- (d) Our call costs and features are all listed on the product page of our website (www.esc.net.au/nbn/plans_nbn.php)
- (e) You acknowledge and agree that this service is not designed to be used as a primary telephone service and in order to provide you with cheaper call rates than a primary telephone service we ask you to waive your entitlements under the Customer Service Guarantee (CSG) Standard 2011. The CSG standard

and the associated waiver are found on our website and you must read both these documents so you are aware of what rights you are waiving.

- (f) In order to use this Aussie Telephone Service you need a compatible telephone handset and compatible router which must be supplied by us.
- (g) You acknowledge and agree that:
 - (i) The service will not operate in the event of a power failure. The Aussie Telephone Service requires you to connect the handset to the port in the router. The NTD battery backup only provides backup to the NTD not any other equipment. The router will not have power and you will not be able to make or receive calls (including emergency 000) in a power failure.
 - (ii) Our aim is to provide you with an efficient service, subject to our obligations and your rights under Australian Consumer Law, however we cannot guarantee that the Aussie Telephone Service will be error free or uninterrupted. Factors including but not limited to network utilisation, technical capabilities, maintenance, geographic factors, interference or obstruction may mean that you may not be able to use the Aussie Telephone at all times;
 - (iii) If your NBN connection is not working or set up incorrectly your Aussie Telephone will not work until the NBN service is working;
 - (iv) Analogue based services such as security alarms, medical alarms, fax machines, EFT, TTY, emergency call services and other voice and data services are not guaranteed to operate with this service.
 - (v) Calls to 1900 numbers are not available on this service;
 - (vi) Operator assisted services are not guaranteed.
 - (vii) Long distance pre-selection with another carrier is not available with this service.
 - (viii) We will provide you with a new telephone number when we provision the Aussie Telephone service, unless we can port (at an additional cost) your existing telephone number.
 - (ix) You may choose to have your telephone number on a public telephone directory listing or you can choose to have a silent number. If you elect to list your telephone number the listing can be a full listing (name and full address or a suppressed address listing (name and suburb only). You also have the option of removing this information from the directory for future editions. You need to advise us in writing that you do not want your number on the telephone directory.

- (x) If your NBN service is suspended then your Aussie Telephone will be suspended also including emergency 000 calls.
- (xi) If your NBN service is cancelled then your Aussie Telephone will be cancelled also and you may be liable for early termination fees and any outstanding call cost.
- (xii) If you cancel the Aussie Phone and still in a minimum term period you may have to pay Early Termination Fees (refer to our website).
- (xiii) There may be a delay between you making a call and us processing and adding that call to your call record. This means that you may not always have all the calls that made in an invoice period on that invoice. Calls are usually added to the call record within an hour but in rare occasions it may take up to two (2) weeks.
- (xiv) The Aussie Phone Service is subject to the Acceptable Use Policy.

Section D - Terms Applying to All NBN Services

12. Appointments

- (a) You agree that you are responsible to ensure that you or a person over the age of 18 years and authorised by you, will be at the premises for scheduled appointments.
- (b) You agree that you, or another nominated adult, will be present at the Premises whilst we or NBN Co carry out any works.
- (c) At the installation appointment you or the authorised adult may need to;
 - (i) provide access to the Premises for installation work;
 - (ii) approve the final location of the installation; or
 - (iii) approve any additional charges for a non-standard installation if necessary.
 - (iv) Make decisions relating to the installation and are authorised to do so.
- (d) You agree that;
 - (i) If you or the nominated adult miss an appointment a Non Attendance Fee may apply (refer to our website).
 - (ii) If you need to reschedule an appointment you must provide us with two (2) business days' notice. A fee may apply (refer to our website).

13. Third Party Services

- (a) You are responsible for any third party services that may be required as part of the installation of the service to the Premises.

- (b) You may need new cabling to connect to the NTD. This cabling is your responsibility as it is not included in the NBN installation. The cabling must be carried out by an ACMA licensed cable installer.
- (c) If you have faulty wiring you are responsible for organising a licensed cable installer to fix the problem. You should consider your current and any future cabling needs and discuss them with a licensed cable installer.
- (d) You are responsible for cabling beyond the Network Boundary point. This includes, the internal wiring required for additional data points, internal phone outlets etc.

14. Customer Equipment Requirements

- (a) In order to access the Service you will need additional equipment.
 - (i) You are responsible for the purchase, installation, maintenance, operation and ownership of any equipment beyond the Network Boundary Point. This includes, power supply, computer equipment, tablets, phones, routers or modems, etc.
 - (ii) You must ensure that the equipment is ACMA approved, compatible with the Service and will be used for the purpose that it was intended to be used for.
 - (iii) You must ensure that any equipment is in good working condition.
 - (iv) We do not provide technical support for equipment not sold by us.
 - (v) ADSL routers may not be suitable to use with the NBN.
- (b) Upon request you must urgently remove, disconnect or deactivate any equipment that we reasonably believe to be incompatible, interfering, damaging or deteriorating the NBN network, any other network, or the supply of service to you or any other customer using those networks.

15. Equipment Responsibilities

- (a) You acknowledge and agree that the PCD, PSU and NTD remain the property of NBN Co. NBN Co responsibility stops at the data (UNI-D) / voice (UNI-V) ports on the NBN connection box.
- (b) You will keep the NBN Equipment in good working order and will not damage, tamper, remove, dispose, relocate, disconnect, dismantle, remove warnings, stickers or labels from the equipment. Replacement charges will be applied if the equipment is damaged or removed for any reason.

16. Battery Backup

- (a) NBN Services require mains power to operate and will not function during power outages. This means that data and voice (if you have a NBN telephone) will not work. You will need to

have another means to make and receive phone calls, eg a mobile phone.

- (b) We do not provide a battery backup as part of this order.
- (c) If you churn to EscapeNet with an existing battery backup your NBN service will not work during a power outage because the service is connected to the UNI-D port, which is not backed up by the battery backup. The battery backup is designed to provide up to four hours backup power to the UNI-V Port only on the NTD.
- (d) If you have the Aussie Phone bundle that service will not work during a power outage. You **will not be** able to make or receive phone calls during a power outage, including emergency 000 calls, so you need to make sure that you have another way of making phone calls.

17. Service Responsibilities

- (a) We do not make any claims, representations or warranties that the NBN service is or will be free of errors, interruptions, defects or be available at all times. The NBN Services are operated by third party supplier and as such we cannot guarantee the operation of the network. Any network failures are beyond our control and we cannot be held responsible or liable to you for such failures. You acknowledge that there may be variations in quality and capacity of the service but this does not alter your commitment to pay your monthly charges.
- (b) Our aim is to provide you with an efficient service, however we cannot make guarantees on the time it takes to provision a service, detect faults or to restore or repair a fault that develops on the NBN Service.

18. Service Activation

- (a) We will notify you of service activation using details you provided in your application. This may occur by email, telephone call or text notification.
- (b) If you ordered hardware from us we will organise to have that promptly delivered to you.
- (c) You acknowledge that the service may be activated before you receive the hardware.
- (d) If you advise us that the hardware supplied is not operating as it should and may be faulty, you agree that you will do the necessary troubleshooting with Us to ascertain what the problem may be. We may need to test your computer and you agree to us doing so. If the hardware is found not to be faulty then you may be charged an Incorrect Call Out fee (refer to our website).

19. Broadband Speeds

You acknowledge that:

- (a) All speeds quoted are theoretical maximum speeds that the service can deliver.
- (b) The actual speed experienced is dependent on several factors including, but not limited to;
 - (i) The technical capabilities of your router.
 - (ii) Your computer hardware and software and use of them with the service.
 - (iii) Your local area network and computer or access device
 - (iv) The source of the content and the method of transfer.
 - (v) Local and international transit capacity;
 - (vi) Number of simultaneous users.
- (c) The NBN access port speeds which may be reflected in our plan names are not necessarily indicative of the speeds that the service will achieve.

20. Plan Changes

- (a) You can request a change to your NBN broadband plan (in terms of speed and/or quota) at any time; these will be actioned on your monthly service rollover date. A fee may apply for changes as listed in the Fee Schedule.
- (b) Changes will not affect the duration of the Contract term.
- (c) We will apply any fees paid in advance by you against the fees payable for the change in service.

21. Data Packs

You may purchase additional data packs. The relevant fees can be found on the NBN product page on our website. Any unused allowance in the current billing month cannot be rolled over to the new billing month.

22. Warranty

- (a) We cannot warrant any products or equipment that you have purchased from somewhere else.

23. General Information

- (a) When you submit an Application for a NBN Service either by telephone or via our website, you are agreeing to the Minimum Term as specified on our Website and/or in your Application. Early termination fees may apply if you terminate the Service during the minimum term. Details of early termination fees are available on the product page on our Website at www.esc.net.au.
- (b) Our NBN Services will only assign one IP address to your connection and therefore will only permit one device to be connected at a time. You may use a router to share the connection.

- (c) Both uploads and downloads are counted towards your data allowance. With this in mind, if the NBN plan you have selected is subject to a data allowance and once you reach your allocated data allowance, you will be shaped until your rollover date or you may choose to pay for extra data blocks.

24. Using the NBN Services

You agree that;

- (a) We may monitor the use of the Service to investigate a breach or suspected breach of any EscapeNet policies or breaches of the law or upon the request of an authorised authority.

25. Moving Premises

If you plan on moving Premises:

- (a) You need to let us know as early as possible.
- (b) You agree that the service is not transferable and will be cancelled if you move to another premise and you may have to pay early termination and or reconnection fees if you are as set out in our Fee Schedule.
- (c) NBN Services may not be available at your new location.
- (d) If you move to premises that the NBN service is available, enabled and NBN equipment is installed we will connect the NBN to that new location and waive any early termination fees on the condition that you pay the relocation fee as listed on our website.
- (e) If you move to a premise that does not have NBN available, enabled or NBN equipment is not installed and you choose not to connect the NBN service, your Agreement with us will be terminated and you will be liable for any early termination fees as set out in the Fee Schedule.

26. Churn

Please note that at this stage, a 'NBN Broadband Churn' process is not available. This means that if you wish to change to another broadband services provider, you need to cancel the Service and order a new connection with another service provider. This may result in an outage of your broadband service. If you are still in a minimum term Agreement with us you will need to pay an Early Termination Fee as set out on our website.

27. Service Faults and Rectification

You agree that:

- (a) Your service is provided by EscapeNet and you do not have any service contract with NBN Co Limited.
- (b) You agree to report any service performance enquiries, issues or faults to us not to NBN Co. You can contact us by telephone or by email.

- (c) Prior to lodging a fault we will conduct a NBN service fault checklist that you must complete with us. You agree that you will reasonably co-operate in the resolution of the fault by completing this checklist.
- (d) If you lodge a fault on your NBN Service and a technician attends your premises and the fault is found to be beyond the Network Boundary Point then you will be liable for an Incorrect Call Out fee (refer to our website).
- (e) You agree that any error, fault, interruption or defect to the NBN Service caused by your equipment or anything else relating to the Premises does not alter your responsibility to pay your monthly charges.

28. No Interference

You agree that you will:

- (a) Not interfere with the normal operation of the NBN Service or any facility, or make either unsafe; and
- (b) Not access or attempt to access the NTD (or any other equipment used to provide the Service) located on your Premises.

29. Limitation of Liability for NBN Co

In Clauses 42, 43 & 46 of Our Customer Terms a reference to Us, includes NBN Co, its related Body Corporates and all of their personnel.

Version Control

Date	Initials	Summary	Type
15/04/2014	CP	Initial Release	Major
21/05/2015	CP	Battery Back up review	Minor
14/06/2015	SP	Spelling & Grammar	Minor