

# Amaysim nbn Home Internet

## Service Description

Valid as at 17 June 2024

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## 1. About this service description

- (a) This document describes the supply of access and connectivity to the amaysim nbn Home Internet service.
- (b) This Service Description is part of our Standard Form of Agreement, which is made up of all of the documents listed in our General Terms.
- (c) The latest version of the above documents is available for download on our website [www.amaysim.com.au](http://www.amaysim.com.au). Capitalised terms which are not otherwise defined in this document have the meaning given to them in the amaysim Dictionary.

## 2. The Service

### 2.1.1. What is the Service?

- (a) The Service is the amaysim nbn Home Internet service.
- (b) The Service provides Broadband access to the internet, via an Access Method.

## 3. Supplying the Service

### 3.1.1. How we will supply the Service to You

- (a) Access to the Service can be provided by different Access Methods.
- (b) The Access Methods are:

Access method	How is access provided?	Who supplies the Service?
On NBN using one of the following access technologies: <ul style="list-style-type: none"> <li>• Fibre to the Premises (FTTP)</li> <li>• Fibre to the Node (FTTN)</li> <li>• Fibre to the Building (FTTB)</li> <li>• Fibre to the Curb (FTTC)</li> <li>• HFC</li> </ul>	via NBN Co	amaysim Mobile Pty Ltd (82 645 692 093)
Any other Access Method we might offer from time to time	TBA	TBA

### 3.1.2. Important differences between Access Methods

(a) The Access Methods differ in how they enable You to access the Service and in other respects. Differences primarily exist between:

- (i) the Minimum System Requirements necessary to access the Service;
- (ii) the Supplier(s) involved in providing the Service;
- (iii) how You connect to the Service;
- (iv) the equipment required to use the Service;
- (v) the installation requirements, including in some cases whether we and / or a third party need to access Your Premises to complete installation;
- (vi) the locations or coverage area where that Access Method is available;
- (vii) the Pricing Plans available;
- (viii) the other products and Services that You may obtain from us that may be used in connection with an Access Method; and
- (ix) whether other products and Services that You obtain from third parties are incompatible with or may be affected by a particular Access Method.

(b) Even where physically possible to connect You to that network, for technical and commercial reasons, we may choose not to supply the Service to You at all or via Your requested Access Method.

### 3.1.3. Changes we may make to the Service

(a) Subject to any obligation we have under clause 2 (Changing the Agreement) of the General Terms we may modify an aspect of the Service or the delivery of the Service if it is necessary to do so for the efficient operation of the network used to supply the Service. For example, we may apply controls to:

- (i) prioritise internet traffic of certain types or users over others;
- (ii) block or filter specific internet ports;
- (iii) delete incoming and outgoing email messages large in size or delete stored email messages older than 90 days;
- (iv) limit the number of addresses for sending outgoing email; or
- (v) block accepting emails into a mailbox exceeding its storage limit or due to spam content.

### 3.1.4. Can You change Your Pricing Plan?

(a) You may at any time request to change Your Pricing Plan to another Pricing Plan for the same Access Method.

(b) There may be certain conditions relating to changing Your Pricing Plan including, for example, when the change takes effect and which plans You can move to, from Your current plans.

#### 3.1.5. Modem Requirements

(a) In order to access the Service, You must use a modem which is NBN compatible as consistent with specifications advised by nbn at <https://www.nbnco.com.au/learn/device-compatibility>.

### 4. Matters to Know in Using the Service

#### 4.1.1. Collecting information and monitoring for compliance or misuse of the Service

(a) In order to provide You with the Service, we may collect certain information about the performance of the Service, Your computer and Your use of the Service. Unless we are permitted or required to do so under our privacy policy, we will not use this information to identify You.

(b) we may monitor Your account to ensure that You are complying with the Agreement. we are entitled to investigate any misuse of the Service such as any breach of the [Fair Go Policy](#) and may involve police or other law enforcement agencies in doing so.

(c) If we find that You have misused the Service we may recover from You any costs reasonably incurred by us in investigating that misuse. If Your misuse causes Loss to another user and we are required to pay compensation to that user, we may require You to reimburse us.

#### 4.1.2. Use of the Service

(a) You must:

- (i) comply with the [Fair Go Policy](#) when using the Service, and
- (ii) ensure that the software You use with the Service is properly licensed.

(b) You must not:

- (i) resell, share or otherwise distribute the Service (or any part of the Service) to any third party without our prior written consent; or
- (ii) run or provide network Services to others via the Service.

(c) The following additional uses and restrictions apply for the identified Access Method:

Access method	Additional use or restriction
On NBN internet Service	<ul style="list-style-type: none"> <li>(i) You must ensure that You do not damage, threaten, interfere with or interrupt the operation or performance of the NBN Co Service or any NBN networks.</li> <li>(ii) Without limiting the generality of the General Terms You must comply with our directions and instructions in respect of the following:               <ul style="list-style-type: none"> <li>(A) protecting the integrity of NBN-related networks; and</li> <li>(B) protecting the health or safety of any person.</li> </ul> </li> </ul>

Access method	Additional use or restriction
	(iii) You acknowledge You are responsible to us for any Loss or damage You cause to NBN Co network or equipment, excluding any Loss to the NBN network or equipment that is caused by NBN Co or us.

- (d) We are not responsible for any internet Content obtained via the Service.
- (e) You may connect a LAN to the Service for private use, however the set-up and configuration of a LAN is not supported by any customer service we provide for the Service.

#### 4.1.3. IP address

We will provide You with an IP address to use to connect to the Service. This IP address remains our property and may change from time to time without any notification to You. You must not configure Your device to connect to the Service using a static IP address.

### 5. Requirements for Each Access Method

#### 5.1.1. amaysim nbn Home Internet on NBN internet Service

<b>Connecting to the Service</b>	<p>For You to be connected to the Service:</p> <p>(a) NBN Co must have undertaken the necessary installation activity at Your Premises. If NBN Co has not already undertaken this installation activity we may, at our discretion, contact NBN Co to arrange for it to be done;</p> <p>(b) NBN Co must have supplied an NBN NTD (Network Termination Device) to Your Premises if You are connecting a Fibre to the Curb, NBN HFC, or Fibre to the Premises Connection;</p> <p>(c) You may need to install the Service in accordance with the self-installation kit;</p> <p>and</p> <p>(d) If You are connecting an NBN Fibre to the Curb, HFC, or Fibre to the Premises, we need to activate the Service on Your NBN NTD (Network Termination Device).</p>
<b>Equipment supplied to You</b>	<p>(a) NBN Co may supply You with equipment if required to connect to Your Service. This equipment is owned by NBN Co.</p> <p>(b) Equipment supplied requires mains power which may not be suitable if You have a serious illness or condition, have a back-to-base alarm, or require an uninterrupted telephone line. Medical alarms are not supported on NBN.</p>

<p><b>Post connection testing and billing</b></p>	<p>(a) amaysim is required by law to confirm Your NBN Service is working and operational. You will need to plug in Your Modem for us to confirm Your Service is operational. We will remind You to do this.</p> <p>(b) You will need to tell amaysim of any issues <u>You</u> have with Your NBN Service before we can rectify them.</p> <p>(c) If You have received delivery of the Required Equipment (commonly referred to as the self-installation kit or SIK) and You do not plug in/install and connect the Required Equipment for the Service, we will automatically complete Your order within 10 day of us reminding You to plug in Your modem. We will begin billing You for the Service when we confirm Your Service is operational or once we automatically complete Your order (whichever occurs first).</p> <p>(d) Unless otherwise agreed, the date we begin billing under subclause c above will be Your Service start date.</p> <p>(e) If You are transferring Your existing Services to an amaysim Service or Services on NBN, this may result in the disconnection of Your existing Services, once successful connection has been completed.</p> <p>(f) If You are:</p> <p>(i) an amaysim nbn Home Internet FTTC customer and fail to plug in Your nbn equipment within 30 working days; or</p> <p>(ii) an amaysim nbn Home Internet HFC customer and fail to plug in Your nbn equipment within 30 working days,</p> <p>from Your nbn equipment delivery date, Your order may be cancelled automatically.</p>
<p><b>Service limitations – outages</b></p>	<p>(a) This Service operates using an NTD and/or a customer supplied router/Modem.</p> <p>(b) The NTD and Modem/router will not work if there is a mains power outage (unless You have an operating power backup). In the event of a mains power outage, You will not be able to use the Service.</p> <p>(c) We recommend that You purchase and install an uninterrupted power supply if You are relying on the Service to operate in the event of a mains power outage particularly if:</p> <p>(i) You have a serious illness or life threatening conditions;</p> <p>(ii) You require disability services;</p>

	<p>(iii) You have a compatible back-to-base home alarm system; or</p> <p>(d) In case of a network or power outage, we also recommend You ensure You have an alternative means to communicate (such as a charged up mobile phone).</p> <p>(e) We do not support medical alarms on NBN.</p> <p>We do not provide Priority Assistance. Telstra is a provider who does.</p> <p>(g) We do not include a battery back-up power supply unit for the Service. If You have supplied Your own unit, You are responsible for its replacement and maintenance.</p>
<p><b>Other matters</b></p>	<p>(a) You may be required to be present for the installation and setup of the Service. Depending on the status of the cabling to Your street and Premises, installation of the Service may need to take place over two days which may not be consecutive days. You may be required to give multiple technicians access to Your Premises for this purpose.</p> <p>(b) if we make a Service call at Your request and there is no fault, we may charge You a Service fee.</p>

## 6. Access You May Need to Provide

### 6.1.1. Access You may need to provide to us and Suppliers

(a) You must provide us and any Supplier with safe access to Your Premises and assistance to the extent reasonably needed as set out in this clause.

(b) To the extent reasonably needed to undertake installation to connect You to or remove the Service or to provide, inspect or maintain the Service or equipment, You authorise us and any Supplier and our and their Personnel to:

- (i) enter Your Premises;
- (ii) make physical modifications to the Premises;
- (iii) undertake any cabling, drilling, or equipment installation and connection;
- (iv) deliver, install, connect, inspect, modify, replace, maintain, repair, service, disconnect and remove equipment;
- (v) access the computer or device; and
- (vi) open up the computer or device.

(c) If You do not own the Premises, the computer or device to which the Service is to be connected, You must notify the relevant owner (including but not limited to anybody corporate of a flat or



apartment building) and obtain the necessary authorisation for us and any Supplier to undertake installation to connect You to or remove the Service or to provide, inspect or maintain the Service.

#### 6.1.2. Damage to Premises or computer

(a) You agree to back up all existing computer or device files by copying them to another storage medium or other computer or device before we perform the connection. We do not accept any responsibility or liability for any loss or damage to Your data caused by our connection of the Service.

(b) If, during installation, we find that Your Premises needs, or You request, a Non-standard Connection, we may charge You for a Non-standard Connection to the Service in addition to the standard connection fees.

(c) We may also charge You to relocate the network wall socket inside Your Premises.

#### 7. Cancellation of the Service

(a) We are under no obligation to return Your Premises to their original condition after the Service is cancelled (for example, by removing network wall sockets We have installed).

#### 8. What Happens if You Move Premises?

(a) If You move Premises the Service may not be available at Your new address at all or may only be available via a different Access Method.

(b) Before You move Premises You should contact us to discuss Your options for continuing to access the Service.

#### 9. Suppliers and Third Party Services

(a) The Service relies on Services and, in some cases, equipment provided by Suppliers for its operation, who are not controlled by us.

(b) Additional terms relating to Suppliers apply to particular Access Methods as identified below:

Access method	Additional terms
amaysim nbn Home Internet on NBN internet Service	<p>(a) To the extent permitted by law NBN Co, all Personnel of NBN Co, and each Related Corporation of NBN Co and all of their Personnel have no liability to You arising from or in connection with the Service.</p> <p>(b) We are not responsible for the actions or omissions of NBN Co in connection with any NBN Co activity at Your Premises.</p> <p>(c) NBN Co is not the agent or representative of any amaysim.</p> <p>(d) We do not accept (and we exclude) any liability to You for acts or omissions of NBN Co.</p>

	<p>(e) If NBN Co equipment at Your Premises is damaged or becomes inoperable, then we will not be able to supply Services to You until the equipment is fixed. If that happens, We will endeavour to ensure that NBN Co, as the owner and supplier of the equipment, repairs it within a reasonable period. However, You acknowledge that because we do not own the equipment, the responsibility for repair of the equipment lies with NBN Co. In some situations this may amount to an event not within our control (as set out in clause 13.3 of the General Terms)</p>
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- (c) We do not exercise any control over, authorise or make any warranty regarding:
- (i) Your right or ability to use, access or transmit any Content using the Service;
  - (ii) the accuracy or completeness of any Content which You may use, access or transmit using the Service;
  - (iii) the consequences of You using, accessing or transmitting any Content using the Service, including without limitation any virus or other harmful software; and
  - (iv) any charges which a third party may impose on You in connection with their Services accessed via the Service.

#### 10. What Do Terms in this Service Description Mean?

**Access Method** means one of the access methods used to access the Service as listed in clause 3.1.1(b).

**Additional Service Features** are the additional features You may obtain with the Service, from time to time.

**Broadband** is a High-speed data transmission rate that is significantly faster than standard Dial-up Modem transmissions. Broadband can carry voice, video and data (including internet) traffic.

**Content means** all forms of information, including text, pictures, animations, video, sound recordings, software, separately or combined

**Data Usage** means the amount of data that You have downloaded (and uploaded, if we have specified that uploads count towards Your Data Usage) in a given billing month. Data Usage is measured in MB.

**Dial-up Modem** means a device that sends and receives data, such as internet traffic, across a dial-up data communications network to provide internet access.

**Fair Go Policy** means the [amaysim Fair Go Policy](#), which sets out some rules and guidelines for Your use of the Service.

**HFC** means hybrid fibre coaxial.

**High-speed** means a data transmission rate that is considerably faster than rates provided by standard 28.8 or 56 kbps Dial-up modems.

**LAN** means local area network and is a network of connected computers that are in a limited geographic area.

**Loss** means any loss, cost, expense, liability or damage, including reasonable legal costs suffered by any person whether arising in contract or tort (including negligence) or under any statute or under any other cause of action.

**Minimum System Requirements** means Required Equipment, computer hardware and operating system software required for connection and customer support.

**Modem** means a device that sends and receives data, such as internet traffic, across a Network to provide internet access used for accessing the Service via the Access Method.

**NBN Co** means NBN Co Limited, ABN 86 136 533 741.

**NTD** means network terminating device which is a Modem or a combination Modem and router, used to provide the link from a network to the Service.

**Network Point of Presence** means the point (or tap) on the network from which a connection to Your Premises is made.

**Non-standard Connection** means a connection in circumstance that include, for example, the following:

- (a) the length of the external cabling between the relevant Network Point of Presence and the Service delivery point is greater than 50 metres;
- (b) You request that the cable between the Network Point of Presence and the Service delivery point be placed underground;
- (c) there is no under floor or roof access to Your Premises;
- (d) the length of the external cabling between the relevant Network Point of Presence and the Service delivery point is less than 50 metres, but an aerial connection is not technically possible; or
- (e) it will require in excess of four (4) man hours to complete the connection of one outlet at Your Premises, or in excess of seven (7) man hours to complete the connection of multiple outlets and/or network wall sockets at Your Premises.

**Personnel** of a person means that person's employees, agents, contractors or other representatives and, in the case of us, includes the employees, agents, contractors or other representatives of our or our Suppliers.

**Premises** means locations:

- (a) at which we supply the Service; and/or
- (b) to which we need to have access to supply the service.

**Related Corporation** of a company means another company that is related to that entity in any of the ways specified in section 50 of the Corporations Act 2001 (Cth).

**Required Equipment** means equipment You need to have installed in order to satisfy the Minimum System Requirements.

**Service Options** means the options available with a particular Access Method.

**Supplier** means any supplier of goods or services (including interconnection services) which are used directly or indirectly by us to supply the Service to You. Where a Supplier supplies goods or services to You directly, that Supplier is not acting in its capacity as Supplier, but rather is a third party providing services directly to You.