

HOME BROADBAND SERVICE

1. Service Description for the Exetel Home Broadband Service

1.1 This Service Description applies to Exetel Home Broadband Services that are purchased on or after 1 July 2025.

1.2 References to the Exetel Home Broadband Service means a reference to services provided on the NBN Co Network.

1.3 The Customer acknowledges and agrees that Exetel is unable to provide or continue to provide the Service to the Customer if the Customer changes the location of the Premises without notice.

1.4 In the event a customer does change the location of the Premises, the existing service can only be terminated and any applicable cancellation charges will apply. Then the customer can submit a new application for a new service for the new location/Premise and the relevant new application charges and new terms and conditions are applicable.

1.5 Relocation of the Services to another Premise is generally not available for this Service.

1.6 As it is a prepaid Service only:

- a. the Service is provided on a prepaid basis.
- b. any reference to a 'charge', 'cost' or similar for using the Service means an immediate deduction of that amount from the payment method used by the Customer. It does not mean that the Customer will later receive a bill that the Customer must pay. Exetel will present the Customer's usage and charges on a payment receipt or in the Customer's account details in the Exetel App for the Customer's records.

1.7 The Customer acknowledges and agrees that excessive use of internet peer-to-peer file exchanges may cause network congestion and performance deterioration. Therefore Exetel has a right to, from time to time and at any time, limit the Customer's internet bandwidth available for peer-to-peer file exchanges and or cancel the customer's service.

1.8 This type of service is of residential grade.

1.9 In delivering data services Exetel deems that 1 gigabyte equals 1,000 megabytes and that 1 megabyte equals 1,000,000 bytes for the purposes of calculating usage.

1.10 Speed Tier Speeds represent the maximum speeds at which NBN Co will allow data to be transferred across the access line connecting the Premises to the relevant Point of Interconnection (the Access Line) on the Customer's selected speed tier.

1.11 Actual data transfer speeds at the Premises may be less than the selected Speed Tier Speeds, particularly during peak periods. Many factors affect the data transfer speeds achievable at the Premises including but not limited to the connection technology used, the distance of the Premises from the node, the condition of the cabling in the wholesale supplier network and within the Premises, the Customer equipment being used to facilitate broadband connection, the application being used by the customer and traffic volumes across the broader network.

1.12 Exetel is unable to confirm the maximum data transfer rate that a Customer's FTTN or FTTB Access Line is capable of (Access Line Capability) until after the Service Start Date.

1.13 If Exetel reasonably believes it is in the best interests of the Customer to do so (for example, if Access Line Capability is found to be substantially less than the Speed Tier Speed of the Customer's selected speed tier), Exetel may unilaterally change the Customer's selected speed tier to a speed tier capable of being supported by the Customer's Access Line Capability. If Exetel does this:

- a. Exetel shall give the Customer notice in writing of the change as soon as practicable;
- b. for thirty (30) days from receiving notice of the change, the Customer may:
 - I. cancel the Service without penalty and without incurring charges other than Accrued Charges; or
 - II. request Exetel to reverse the change, in which case Exetel shall reverse the change without charge.

2. Supplier and Third-Party Services

2.1 The Customer acknowledges that:

- a. the Service relies for its operation on the services of Suppliers who are not controlled by Exetel, and
- b. Exetel does not exercise any control over, authorise or (subject to the consumer guarantees) make any warranty regarding:
 - I. the Customer's right or ability to use, access or transmit any content using the Service;
 - II. the accuracy or completeness of any content which the Customer may use, access or transmit using the Service;
 - III. the consequences of the Customer using, accessing or transmitting any content using the Service including, without limitation, any virus or other harmful software; or
 - IV. any charges which a third party may impose on the Customer in connection with its use of the services accessed via the Service.

3. Limitation of Liability

3.1 Nothing in these Terms and Conditions excludes or limits the operation of the consumer guarantees or any other rights or remedies that, by law, cannot be excluded.

3.2 Subject to clause 3.1, Exetel excludes all liability arising under or in connection with these Terms and Conditions, the Agreement or the Service whether direct, indirect or consequential and whether arising under common law, statute or otherwise, and whether or not of a kind of which Exetel is or should be on notice.

4. Dictionary

4.1 Terms that are defined in the body of our Standard Form of Agreement have the same meaning throughout.

4.2 Machine-to-machine use means use where a device initiates a communication without human interaction. (For

example, a vending machine sending wireless packet data to another machine, or a burglar alarm sending an SMS.) It does not include data communication from a mobile handset that is ancillary to personal use of the handset (such as checking emails).

4.3 For simplicity "Plans" means Broadband Plans

5. Summary of other charges

5.1 On Request Ad hoc, or any other charges will be advised at time of application, enquiry or request. The monthly plan payment will include any applicable charges and credits applied by the customer in the previous month, with payment taken at the same time as the monthly plan payment.

5.2 NBNco New Development Fee & Subsequent Installation Charge - As of the 2nd of April 2016, NBNco have implemented a \$300 'nbn New Development Fee' to be charged on the first connection to a premises in an NBNco designated 'New Development Area' which will be payable by the Customer, if applicable.

6. Payments

6.1 If the Customer has made any payment to Exetel using a credit card, debit card, or an account with a financial institution:

- a. the Customer confirms that the Customer is the account holder or was authorised by the account holder to make that payment.
- b. Exetel may disclose to the account holder details of the payment including, but not limited to:
 - I. the time, date and amount of the payment;
 - II. the Customer's name and telephone service number; and
 - III. the service the payment was for and the Customer consents to such disclosure.
- c. Exetel may assume that a person is the account holder if they supply Exetel with the following information:
 - I. the card number;
 - II. the type of card (e.g., VISA or MasterCard);
 - III. in the case of PayTo, confirms payment via their financial institution;
 - IV. the date (accurate to within two Business Days, to allow for processing delay) and amount of a transaction in Exetel's favour, made using that account and the Customer consents to disclosure to such a person.
- d. If a payment by the Customer is later cancelled, reversed or (if the Customer is not the Card Holder) reported as unauthorised, Exetel may (at its option):
 - I. cancel all remaining credits for that Service in favour of the Customer; and/or
 - II. require the Customer to pay (as per the Rate Tables) for the Service the Customer has used before cancellation; and/or
 - III. decline to provide the Customer with further Services until such payment has been made; and/or
 - IV. suspend the Service until a payment method acceptable to Exetel has been provided; and/or
 - V. terminate the Service if the Customer fails to provide an alternate payment method or repay the recharge.