

# Lightning Broadband Customer Relationship Agreement

Lynham Networks Pty Ltd

Trading As Lightning Broadband

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Rules of interpretation and capitalised terms used in this document are defined either in the General Terms of this document or in clause 22 of this document.

## 1. Broadband Services

1.1. Subject to the terms of our Terms and Conditions, the following Broadband Services are available from us:

- 1.1.1. Fixed Wireless Internet Service
- 1.1.2. Direct Ethernet Internet Service
- 1.1.3. Direct Fibre Internet Service

## 2. Fixed Wireless Service

- 2.1. The fixed wireless service is a broadband internet service which uses 5.8Ghz 802.11n/ac wireless to deliver internet to the network termination point at your premise.
- 2.2. Details of service plans and applicable charges are available in the Pricing Schedule.
- 2.3. The fixed wireless Service is only available within a designated coverage service area. All fixed wireless Services are subject to availability and provisioning feasibility. We may refuse to provision a fixed wireless Service in our absolute discretion.
- 2.4. In order to be able to receive the fixed wireless Service:
  - 2.4.1. your Premises must be within the coverage area of our fixed wireless Access Network
  - 2.4.2. you must meet all of our System Requirements;
  - 2.4.3. the Lightning Broadband equipment must be installed by Lightning Broadband or a Lightning Broadband approved installer; and
  - 2.4.4. using multiple devices, you will require an compatible modem/router.
- 2.5. Unless your Premises is already connected to the Fixed Wireless Access Network, in order to receive the Fixed Wireless Service, your Premises will need to be connected to the Fixed Wireless Access Network. Standard installations are done as per our Pricing Schedule. Non-standard installations may require you to pay additional charges. Information about Fixed Wireless Service installations can be found on our Website.

## 3. Standard Installation

- 3.1. Subject to any changes in Lightning Broadband installation practices, a standard installation includes:
  - (a) The installation of the Wireless Radio (Wireless CPE) on the outside of your Premises.
  - (b) The drilling of a small hole through the roof or wall of your Premises to feed the cable from the Wireless CPE through into a wall plate that will be installed inside the Premises. A cable will be run from there to the Customer desired router location.

- (c) The connection of the power supply unit (POE injector) into the nearest standard 240V power point to where the Cable entry point is located (this should be within 1.5 meters, and cannot be an extension cord or power board).
- (d) The connection of an Ethernet cable from the POE Injector to the customer router (which should be within 10 meters of the POE injector). The provision of the power supply is your responsibility.

#### 4. Special Installation Requirements

- 4.1. If you have any special or non-standard installation requirements, you must ensure that you discuss them clearly with the installation technician. Non-standard installation tasks include but are not limited to:
  - (a) where the installation is unusual, complex, difficult, or there are safety issues during the installation;
  - (b) the installation is to a point that is not the closest and most direct path from the roof to the desired internal entry point; and
  - (c) internal structures make running internal cabling complex, difficult or unfeasible.
- 4.2. Your preferences may not be suitable if technical requirements are not met. It is your right to decide where the Lightning Broadband equipment is installed, but additional cabling work may increase costs and/or timeframes of your installation. Technical requirements include that:
  - (a) the POE Injector and Wireless CPE are in the same building as the main electric meter or switchboard; and
  - (b) the location is:
    - (A) a cool, dry and ventilated area with no sinks or water outlets;
    - (B) within 1.5 meters of a dedicated power point; and
    - (C) away from busy areas which might cause the unit to be knocked or damaged.

#### 5. VoIP Telephony Service

While VoIP can be sold separately, you acknowledge that:

- 5.1. This broadband service is for data access use only and is not a telephone service in any form of function or description, and provides no guarantees, or capability to access voice services, including NO ABILITY to access emergency phone services.
- 5.2. Any attempt to run a voice service over this data services, other than Lightning Broadband, is completely the responsibility and liability of the provider providing voice services on top of our data services, which we do not warrant or guarantee to work in any manner.

#### 6. Customer Service Guarantee (CSG) Waiver and Acceptable Use

- 6.1. As a condition of us providing the Fixed Wireless Service to you, you agree to waive your rights and protection under the CSG.
- 6.2. The Fixed Wireless Service is provided to you under the Acceptable Use Policy. You agree to use the Fixed Wireless Service in accordance with the Acceptable Use Policy.

## 7. Service cancellation

- 7.1. To cancel the Fixed Wireless Service the authorised account holder must contact us. We will cancel the Fixed Wireless Service subject to the account holder providing proof of identity and meeting all other reasonable cancellation requirements.
- 7.2. Cancellation of your Fixed Wireless Service may result in you having to pay a Break Fee (as set out in the Pricing Schedule) if it is during a Contract Term.

## GENERAL TERMS APPLICABLE TO ALL LIGHTNING BROADBAND, BROADBAND SERVICES

The terms in clauses 8 to 22 of this service description apply to all Broadband Services supplied by Lightning Broadband.

### 8. CONTRACT TERM

We will provide, and you must acquire, the Broadband Service, in accordance with our terms and conditions for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the end of the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our terms and conditions.

### 9. INSTALLATION

#### Appointments

- 9.1. You are responsible for ensuring that you (or an adult authorized by you) are at your Premises for the installation appointment to:
  - (a) provide access to your Premises for the installation work;
  - (b) approve the final location of the installation; and
  - (c) approve any additional charges for non-standard installation tasks (if applicable).
- 9.2. You acknowledge and agree that:
  - (a) if you need to reschedule the installation appointment you must give us at least two business days' notice, and that fees may apply for missed appointments;
  - (b) you are responsible for any additional charges due to a non-standard installation. You will be provided with a quote for any such charges;
  - (c) any 'in roof' work will automatically trigger the need for a non-standard installation due to the inherent safety risks involved;
  - (d) Lightning Broadband will not guarantee that 'in roof' work will be undertaken; and
  - (e) you will notify the Lightning Broadband technician if any of the following might affect your installation:
    - (i) any heritage requirements or restrictions;
    - (ii) any known or suspected asbestos (commonly used before the 1980s); or
    - (iii) any recent pest treatments.

#### Customer cabling and third party services

- 9.3. You acknowledge that:
  - (a) You may need new cabling to connect the location of the network termination device to where you intend to use the Service (or other services connected to the network termination device). This cabling is not provided as part of the Broadband Service and is your responsibility. This cabling is subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006)

and you will need to arrange and pay for the services of an ACMA licensed cabler to install this cabling.

(b) You should consider all your future cabling needs (e.g. for a telephone service), as well as the immediate requirement for an Ethernet connection point at a suitable place inside your Premises.

- 9.4. Where wiring does not exist or you have a fault with your wiring, you can arrange for your own contractor to perform the work required to install or fix this wiring. Alternatively, after service activation you may lodge a fault with us and we will arrange a technician to attend your premises (you must be at the premises as required at the time the technician attends the premises to fix the fault). The technician will quote you a fee for service based on any work required.
- 9.5. You will be responsible for the cost of any third-party services that may be required in relation to the installation of the Service to the Premises (for example an electrician or licensed cabler).

### Access to your Premises

- 9.6. You agree that you will allow us (or any other person nominated by us, including Lightning Broadband staff and its contractors) safe, efficient and timely access to your Premises when required:
- (a) to supply the service to you or any other customer;
  - (b) to deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, disconnect, remove or perform any other work on or in relation to part of the local data network or any third-party network; or
  - (c) for any other reasonable purpose,

for as long as the service is provided to you, and for a reasonable period thereafter as reasonably requested by us or our supplier.

- 9.7. You agree that:
- (a) you will, upon request, provide any further written consent in a form reasonably required by us in relation to such access; and
  - (b) if you do not control the premises, you will promptly arrange any written consents for access required under this clause.
- 9.8. If you are not the owner of your Premises, you must obtain the owner's consent for the Lightning Broadband Equipment to be installed. You agree that the installation of the Lightning Broadband Equipment at the Premises is based on the request that you have made to us and that we have relied upon your authority to make this request. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us relating to our entering the Premises or installing or maintaining any equipment at the Premises pursuant to your request for us to do so.

### Service activation and delivery of Hardware

- 9.9. We will notify you of Service Activation via the email address provided on your Application or via SMS to the mobile number provided on your Application.
- 9.10. We will endeavour to deliver any Hardware purchased promptly after approval of your Application.
- 9.11. You acknowledge that we may activate the Broadband Service before delivering the Hardware.

- 9.12. If you notify us that your Hardware contains faulty components, you must give us sufficient information to assess the Hardware including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

### *DISCLOSURE OF INFORMATION*

You consent to us disclosing any data or information regarding you or your service to third party suppliers (including our suppliers), as reasonably required by us or our third-party suppliers for providing the Broadband Service to you or maintaining networks related to the Broadband Service.

## 10. PREVIOUS SERVICES

- 10.1. You acknowledge and agree that:

- (a) the same incentives and benefits (for example, discount plans and any concessions) available from your previous service provider may not be available for the Broadband Service;
- (b) prior to the date that the Broadband Service is provided by us, any content and/or carriage services provided over the relevant telephone line will be provided by your previous service provider;
- (c) you will contact your previous service provider in relation to the provision of services and any faults relevant to the telephone line in the period prior to the date that the Broadband Service is provided by us;
- (d) our staff or representatives and/or your previous service provider may need to access your Premises for the purposes of installation or maintenance work;
- (e) if you make an application for the Broadband Service, any pending orders in relation to your existing service may be affected;
- (f) whether or not we provide the Broadband Service to you is dependent on a number of factors including availability of the service. The availability of the Broadband Service also varies depending on the geographic and technical capability of the underlying Network, if we agree to provide the Broadband Service to you, we will advise you if there is any significant delay during the application process.

## 11. REQUIRED EQUIPMENT

- 11.1. If we provide you with any of the Required Equipment, risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.
- 11.2. If we do not supply any or all of the Required Equipment to you, you will need to supply all (or the remainder) of the Required Equipment before we can supply the Service to you.
- 11.3. If you choose to supply some or all of the Required Equipment yourself for use with the Service, the operation of such equipment and any repairs to it will be your responsibility.
- 11.4. We will manage your Wireless CPE remotely to configure your specific settings and apply relevant firmware upgrades via our servers.



## 12. LIGHTNING BROADBAND EQUIPMENT

- 12.1. Except for customer premises equipment such as internal wiring or equipment that is installed beyond the Wireless CPE, Lightning Broadband owns the Lightning Broadband Equipment. You agree that you will not do anything or authorise anything to be done which might affect the ownership of the Lightning Broadband Equipment and that you will comply with all reasonable instructions of us or Lightning Broadband to protect Lightning Broadband's ownership of the Equipment. You agree that without Lightning Broadband's prior written agreement, you will not remove or obscure any identification marks on the Equipment. You agree that the Equipment will not be altered, repaired, serviced, removed, moved, accessed, tampered with or interfered with by any person who does not have the authority of us or Lightning Broadband to do so.
- 12.2. You will not create (or attempt to create) any security interest, encumbrance, lien, charge or mortgage over the service or any part of the Lightning Broadband Equipment.
- 12.3. You will not interfere with or damage the Lightning Broadband Equipment and you will take all reasonable care of the Lightning Broadband Equipment.
- 12.4. You are liable for any damage to or removal of the Lightning Broadband Equipment, unless the damage or removal is caused by our contractors or Lightning Broadband staff.

## 13. YOUR EQUIPMENT

- 13.1. You agree to ensure that any equipment used by you in connection with the Service:
  - (a) is approved for use in connection with Australian telecommunications networks;
  - (b) is not used for any purpose other than the purposes for which it was approved; and
  - (c) is maintained in good repair and working condition.
- 13.2. You acknowledge and agree that:
  - (a) equipment that functions on a copper network may not function on the Lightning Broadband network;
  - (b) we have no responsibility for Your Equipment (including telephone handsets, medical alarms, security alarms, EFTPOS machines, fax machines, TTY machines);
  - (c) it is your responsibility to establish whether Your Equipment is compatible with your Broadband service and we accept no responsibility for establishing whether Your Equipment is compatible with your Broadband service. If you are in any doubt you should contact the supplier of Your Equipment;
  - (d) we strongly recommend that you do not use any alarm devices, especially medical alarm devices, with a Broadband service that does not have battery back-up.

## 14. USE OF SERVICE

- 14.1. When using the Service you must comply with:
  - (a) our Terms & Conditions, including our General Terms, and this clause 17; and
  - (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network on which your data transmits.
- 14.2. Any use of the Service at the Premises is your responsibility. The terms of our agreement apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).

- 14.3. You must ensure that any software you use in relation to the Service is properly licensed.
- 14.4. The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.
- 14.5. All IP addresses provided by us for your use remain our property. Most Services include a static IP address. A new IP address is may be allocated upon request. A fee may be charged to handle this request. When provided, you may configure your computer or modem to connect using a static IP address.
- 14.6. We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:
  - (a) deleting transitory data that has been stored on our servers for longer than 90 days;
  - (b) deleting stored email messages that are older than 90 days;
  - (c) rejecting any incoming email messages and attachments that exceed 30 Megabytes (including encapsulation);
  - (d) delivering access and content via proxy servers;
  - (e) limiting the number of addresses to whom an outgoing email can be sent;
  - (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
  - (g) managing the Network to prioritise certain types of Internet traffic over others; and
  - (h) blocking or filtering specific Internet ports.
- 14.7. You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 14.8. You may request additional users on the Service in accordance with the Pricing Schedule
- 14.9. You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 14.10. We may monitor use of the Service to investigate a breach (or suspected breach) of the Acceptable Use Policy or upon the request of an authorised authority.
- 14.11. Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

## 15. Service Charges and Billing

### Service Charges

- 15.1. You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your application.
- 15.2. The charges for the Service will depend on the Service options, features and characteristics for each Service option selected by you in your application.

### Billing

- 15.3. We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule.

- 15.4. Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed-paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

### Variation of Charges

- 15.5. We may vary the charges payable for the Service at any time in accordance with our General Terms.

### Commencement of Charges

- 15.6. Service charges will accrue from:
- (a) the date of the Service Activation, where we provide you with the Required Equipment; or
  - (b) the date of the Service Activation, where we have made a first delivery attempt to provide you with the Required Equipment; or
  - (c) the date of the Service Activation, where you supply some or all of the Required Equipment yourself.
  - (d) The date on which the service is first connected; or
  - (e) 14 days after the Service Activation, which ever happens first.

### Payment

- 15.7. You must pay the charges for the Service by direct debit payment from your credit card or nominated bank account.
- 15.8. If you provide us with your credit card details for the purposes of paying for the Service, we may:
- (a) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 17.6;
  - (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
  - (c) take steps to verify that there is sufficient funds available on your credit card account to pay for invoiced fees; and
  - (d) charge any applicable Break Fee to your credit card immediately on notice of cancellation of the Service.
- 15.9. If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).
- 15.10. Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to the General Terms, you must continue to pay the charges for the Service even if:
- (a) your computer is not working;
  - (b) you actively cease using the Service for any reason in circumstances where the Service is available for use; or
  - (c) the Service is unavailable, or has limited availability, for an insignificant period due to a network or system outage.

## 16. MONTHLY USAGE ALLOWANCE AND SHAPING

### Monthly Usage Allowance

- 16.1. Each Broadband Pricing Plan provides an Unlimited Usage Allowance that represents the Usage based on a supplied contended speed that can be used during a Billing Month (regardless of the number of days in that month).
- 16.2. The supplied speed is a maximum speed delivery, and circumstances external to Lightning Broadband may affect this delivery such as:
  - (a) Weather Events
  - (b) Nearby (to either Lightning Broadband or Premise) Construction activities
  - (c) Foliage or botanical attenuation

### Shaping

- 16.3. If your Usage affects other users of the Lightning Broadband's network, or is determined to be the activity of malware, illegal activities or large scale denial of service activities, then your access to the Broadband Service will be Shaped (Downstream and Upstream).
- 16.4. Your usage will remain shaped until it is determined by Lightning Broadband staff, or its contractors, that the cause triggering the shaping has ceased.
- 16.5. Removal of shaping may only occur during business hours, whilst shaping may be automatically applied during and outside of business hours.
- 16.6. Lightning Broadband will endeavour to make contact via the supplied email address, from you to us, to notify you of any shaping events.

## 17. CANCELLATION, SUSPENSION OR VARIATION

### Cancellation or suspension by us

- 17.1. We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms or this agreement.

### Cancellation or suspension by you

- 17.2. You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 16.3.
- 17.3. If you cancel the Service after service activation but before the end of the Contract Term, the Break Fee set out in the Pricing Schedule will apply. Subject to the General Terms (Billing Disputes), you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related Lightning Broadband entity to you.
- 17.4. Broadband services cannot be suspended by you as there is an on-going cost incurred by us in maintaining the connection with our upstream suppliers.

### Variations

- 17.5. You may vary a Broadband Pricing Plan within the Broadband Service range to another Broadband Service Pricing Plan within that range. A fee for making a variation may apply as described in the Pricing Schedule.

- 17.6. If you vary your Service of Broadband Pricing Plan you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 17.7. The variation of your Service or Broadband Pricing Plan, will not affect the duration of the Contract Term.
- 17.8. We will apply any fees paid in advance by you against the fees payable for the varied Service.

## 18. MOVING PREMISES

- 18.1. The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing Broadband Service.
- 18.2. If the Service is available at your new Premises:
  - (a) we may accept your Application and provide the Service at your new Premises; and
  - (b) we will charge you a setup fee as specified in the Pricing Schedule.
- 18.3. If the Service is not available at your new Premises and you move before the end of the Contract Term and:
  - (a) you elect to obtain an alternative service from us at your new address, we will waive any applicable Break Fee, but we may charge you a Downgrade Fee as specified in the Pricing Schedule if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).
  - (b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then any applicable Break Fee will apply.

## 19. CUSTOMER SUPPORT

- 19.1. You acknowledge that:
  - (a) Unless stated expressly otherwise on our Website, we provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.
  - (b) We do not provide technical support for Services under the following conditions:
    - (A) running internal networks connected to the Service except in connection with Hardware that is specifically designed for that purpose;
    - (B) running network services or providing network services to others via the Service;
    - (C) running connectivity software other than Software that we provide to you; or
    - (D) Macintosh operating systems below v10.6.
  - (c) We do not guarantee that the Hardware will be compatible with any network of machines.
  - (d) Some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service.
  - (e) We cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time.

(f) We will use reasonable care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot guarantee that the Service will be continuous, fault-free or accessible at all times.

(g) We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.

### Fault reporting and rectification

- 19.2. You agree your Broadband Service is provided to you by us and not our upstream suppliers and you do not have a contract with our upstream suppliers. You agree to report to us – and specifically NOT to our upstream suppliers - any faults or other issues with the Broadband Service that you are obtaining from us.
- 19.3. If your Broadband Service is faulty, in most cases you will be required to be at the Premises where the Broadband Service is installed for the fault to be fixed. If Lightning Broadband requires you to be at the Premises during fault fixing, we or our contractor will contact you to arrange a suitable time.
- 19.4. If you lodge a fault on the Broadband Service and a technician has attended your Premises, and the fault is found to be within your own equipment, you will be required to pay an Incorrect Call-Out Fee (as specified in the Pricing Schedule)
- 19.5. If you lodge a fault on the Broadband Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you can arrange for your own contractor to perform the work required to install or fix this wiring, or you can request that Lightning Broadband perform the required work. If requested, Lightning Broadband will arrange a technician to attend your premises for which you must be in attendance, and prior to commencing the work the technician will quote you a Variable Fee for Service based on the work required.
- 19.6. If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.

### Warranty

- 19.7. We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with Equipment we supply to you. The Warranty Periods do not apply where you have supplied your own modem or other Equipment.
- 19.8. If you notify us of a fault with the modem or other Required Equipment we have supplied to you, within their respective Warranty Periods, we will repair, replace or provide credit for the faulty item at no cost to you. However, if the fault was caused by:
- (a) any Equipment not provided by us (such as your computer);
  - (b) any interference caused by a Force Majeure Event;
  - (c) any interference with or modification to this Equipment or a failure to use it in accordance with the manufacturer's specifications or our instructions; or
  - (d) damage caused by you,
- then we will charge you a fee, as specified in the Pricing Schedule, for the repair or replacement, including associated shipping and/or handling costs.

## 20. LIMITATION OF LIABILITY FOR LIGHTNING BROADBAND

You agree that, where you acquire a Broadband Service from us under this Service Schedule, any reference to “we”, “us” or “our” in the liability provisions contained in clauses of the General Terms will be interpreted so as to include our upstream suppliers, its related Bodies Corporate and each of their respective personnel.

## 21. DEFINITIONS

21.1. In this Service Description:

**Hardware** means a kit containing Required Equipment and Software ordered by you in your Application needed to connect to the Service.

**Upstream Supplier** means the networks operated by our peering and transit providers that provide backhaul, and domestic and international peering arrangements.

**Lightning Broadband** means Lynham Networks Pty Ltd T/As Lightning Broadband ABN 17 602 258 337.

**Fixed Wireless Customer Access Network** means the fixed wireless customer access network that forms part of the Lightning Broadband Network.

**Lightning Broadband Optical Fibre Access Network** means the optical fibre customer access network that forms part of the Lightning Broadband, Broadband Network.

**Network Boundary Point** means the Ethernet port on the network termination device at your Premises.

**Related Body Corporate** has the same meaning as in the Corporations Act 2001 (Cth).

**Required Equipment** includes a modem and any other customer premises equipment that is required to access the Service.

**Software** means any software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

**System Requirements** means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our Website.

**your Premises** means the location at which you request us to provide the Service.

# Appendix 1 – Pricing Schedule

## 1. About the Lightning Broadband Pricing Schedule

### Our agreement with you

- 1.1. This is the Pricing Schedule that applies to Lightning Broadband as part of our Terms and Conditions and this agreement.
- 1.2. The General Terms of our agreement and other General Conditions also apply to services.
- 1.3. All prices are GST exclusive unless otherwise noted.

## 2. Broadband Services

### Residential

Price per Month (inc. GST)	Speed	Quota
\$75.00	25Mbps	Unlimited
\$95.00	50Mbps	Unlimited
\$110.00	75Mbps	Unlimited
\$120.00	100Mbps	Unlimited

### Business

Price per Month (ex. GST)	Speed	Quota
\$200.00	25Mbps	Unlimited
\$300.00	50Mbps	Unlimited
\$400.00	75Mbps	Unlimited
\$500.00	100Mbps	Unlimited

### VoIP Services

VoIP Plan	Monthly Charge	Included Calls	Local calls	National Calls (per min)	International Calls (per min)	Mobile Calls (per min)
1	\$10	\$60	10c Untimed	\$0.18	Variable rates*	\$0.27
2	\$20	\$120	9.5c Untimed	\$0.171	Variable rates*	\$0.257
3	\$30	\$200	9c Untimed	\$0.162	Variable rates*	\$0.244

*\*Please note: Unless otherwise stated, monthly VoIP charges are charged per month or part thereof. We are updating our international rates, they will be online soon.*

### VoIP Special service rates

The following rates apply to all VoIP plans:

Category	Price
Emergency calls (000)	Free
1800 numbers	Free
13 and 1300 numbers	44c untimed
1222 numbers	Not available for use
1223 numbers	75c untimed
1225 numbers	\$1.00/min, \$1.20 flagfall
1234 numbers	Not available for use
1900 numbers	Not available for use



### Installation Fee – Fixed Wireless

Contract Term	Setup Fee
Fixed Wireless Residential 24 Months	\$500.00 (inc. GST)
Fixed Wireless Business 24 Months	\$1000.00 (exc. GST)

### Installation Fee – Fibre to the Basement

Contract Term	Setup Fee
FTTB Residential 12 Months	\$99.00 (inc. GST)
FTTB Business 12 Months	\$100.00 (exc. GST)

## 3. Contract Break Fees

The base contract break fee is calculated at the remaining monthly term multiplied by the initial sign up monthly service fee.

e.g. Relocating to a new house we do not service 14months into a 24month contract for a 50Mbps service will incur a 10month x \$95.00 contract break fee.

## 4. Other Fees

### Handling Fee

Refunds are provided via credit card. If a refund is required via a means other than credit card, a handling fee of \$10 may be charged.

### Printed Invoices

Printed invoices are charged at \$3.49 per invoice per month.

### Incorrect Call-Out Fee

In relation to Faults, if we attend your premises to repair a Fault reported by you, but we determine that there is no Fault or the Fault is caused by Your Equipment, we may charge you a fee of \$165 including GST for attendance.

### Reconnection Fee

If your service is suspended at your behest, or by our action due to failure to comply with the billing policy or General Terms, a reconnection fee of \$99 will be charged.

### Decline Fee

We do not currently charge customers a fee if a direct debit payment is declined or a cheque is dishonoured. However, in future we reserve the right to pass on any such charges imposed by our bank. If we do introduce a Decline Fee, we will update our Pricing Schedule with the amount of the charge in accordance with the General Terms. Please refer to the most recent version of this Pricing Schedule, available on our website.

## Hardware Replacement Fee

As per 20.8 if hardware supplied is damaged at fault of customer, a hardware replacement will incur a \$199 fee plus \$165 for attendance, totalling \$364.

## 5. Lightning Broadband Billing Policy

- 5.1. We may bill you:
  - (a) for recurring or fixed charges, in advance (for example, internet Plan\_charges);
  - (b) for variable charges, in arrears (for example, call charges);
  - (c) for installation or set-up charges, after installation;
  - (d) for any equipment you purchase or Rent from us;
  - (e) for any other charges set out in your Application or the Pricing Schedule, in accordance with the Pricing Schedule or the Service Description.
  - (f) using another invoice in the same month for billing alignment purposes where applicable; and
  - (g) for any amount owing to any Lightning Broadband related Entity in accordance with clause Appendix 1 - 5.11.
- 5.2. We will bill you in accordance with the billing period described in the Service Description or Pricing Schedule. We can also issue an interim bill in the following circumstances:
  - (a) you change your existing plan;
  - (b) you request a new service to be connected;
  - (c) you relocate an existing service; or
  - (d) you request to be invoiced for any 'unbilled' charges.
- 5.3. Bills will be calculated by reference to data recorded, logged or received by our Suppliers and us. You acknowledge that in calculating charges we need only look at that data as recorded, logged, or received by our Suppliers or us.
- 5.4. We try to include all charges relating to a billing period on that bill. Where that does not happen, bills may include charges from previous billing periods. We will not bill for charges older than 160 days from the date the charge was incurred.
- 5.5. We may reissue any bill if any error is subsequently discovered. If you have overpaid as a result of a billing error, your account will be credited with the overpayment or, if you have stopped acquiring the Service from us, we will refund the overpayment promptly after your request and after deduction of any other amounts due by you to any Lightning Broadband Entity.
- 5.6. Subject to Appendix 1 clause 5.12 (Billing Disputes), you must pay each amount billed by the due date specified in the bill and in the manner specified in the Service Description or the Pricing Schedule.
- 5.7. When you pay by direct debit or credit card you acknowledge and agree that:
  - (a) you must give us at least 14 days prior notice if you no longer wish to pay by direct debit or credit card;
  - (b) you must provide to us current and valid credit card or direct debit details;
  - (c) your credit card or direct debit account will be debited on the due date of a bill unless your payment for that bill is made by other means and is received by us prior to that date;
  - (d) paying by American Express or a Diners Club card will incur an additional charge as outlined in the Pricing Schedule; and you may be charged additional fees in accordance with clauses 5.8 and 5.9 if your payment is late or dishonoured as a result of you not complying with this clause 5.7.

- 5.8. If you do not pay a bill by its due date, then:
- (a) you must pay our reasonable expenses and costs in recovering payment from you such as the costs of engaging a mercantile agent to collect the overdue amounts; and
  - (b) we can suspend or cancel the Service in accordance with the General Terms.
- 5.9. If you pay a bill:
- (a) by direct debit and there are insufficient funds in the account or your account details are not current and valid; or
  - (b) by cheque and the cheque is dishonoured, we reserve the right to pass on any decline fee.
- 5.10. You must pay the charges in the bill without any set-off, counter claim or deduction.
- 5.11. If you owe to any Lightning Broadband Entity an outstanding debt which is not the subject of a valid billing dispute and you no longer acquire a service from that Lightning Broadband Entity, we may apply the debt to your current account and bill you for it. You must pay the outstanding amount by the due date specified on your bill or we may take action in accordance with clause 5.8.
- 5.12. If you wish to dispute a charge or fee in a bill, you must follow our complaint handling process described on our Website at:  
<https://www.lightningbroadband.com.au/wp-content/uploads/2016/04/complaints-resolution-process.pdf>
- 5.13. If you raise what we reasonably consider to be a genuine billing complaint before the due date on the bill:
- (a) your obligation to pay the disputed charge or fee may be suspended pending our investigation and resolution of the dispute; and
  - (b) you must pay all non-disputed amounts in the bill in accordance with this clause 23.
- 5.14. If the Service is suspended in accordance with our CRA, then you will not have to pay any charges for the Service while it is suspended. However, if the Service is suspended by reason of any of the circumstances referred to in the General Terms, or at your request of the General Terms, you must pay a reconnection fee as set out in the Pricing Schedule prior to the expiration of the suspension and recommencement of the Service.
- 5.15. If the Service is cancelled for any reason you still have to pay all charges incurred before cancellation. We will refund any overpayment on your account and any money that you have paid in advance for the cancelled Service on a pro-rata basis to you. However, subject to clause 5.12 (Billing Disputes), we can deduct from your refund any amount that you owe to us, such as charges you have incurred before cancellation or any applicable Break Fee.

## 6. Warranty Periods

Warranty Item	Warranty Period
Radio Receiver	24 Months
Extended Mast	24 Months