

IMPORTANT CUSTOMER INFORMATION

This Standard Form of Agreement (SFOA) sets out your rights and obligations as a customer of Fibre Up Pty Ltd (Fibre Up, we, us, our). Please read it carefully. It applies to your access to and use of our Services, including internet services delivered via fixed wireless (PMTP) and fibre-to-the-premises (FTTP), and the supply, installation and maintenance of any related equipment.

This SFOA is a **standard form of agreement** for the purposes of the *Telecommunications Act 1997 (Cth)* and is designed to comply with applicable requirements of the Australian Communications and Media Authority (ACMA), the Telecommunications Industry Ombudsman (TIO), and the Australian Consumer Law (ACL).

By applying for, activating, or using a Service, you agree to be bound by this SFOA.

1. STRUCTURE OF THE AGREEMENT

1.1 This SFOA consists of:

- your Application;
- the **Critical Information Summary (CIS)** for your Service;
- the relevant **Service Schedule** (including the FTTP Service Schedule);
- any applicable Business Terms (business customers only);
- these General Terms;
- the Pricing Schedule;
- Hardware Warranty Information;
- our Acceptable Use Policy (AUP);
- our Privacy Policy.

1.2 If there is any inconsistency, the order of precedence above applies, except that Consumer Guarantees and applicable law prevail over all terms.

2. APPLICATION AND SERVICE COMMENCEMENT

2.1 You may apply for a Service online, by phone, email, or other approved method.

2.2 We may accept or reject an Application at our discretion, including based on service availability, technical feasibility, credit assessment, or information you provide.

A binding agreement is formed only when we notify you that your Application has been accepted or when we activate the Service (whichever occurs first).

2.3 The Service Commencement Date is the date on which the Service is activated and ready for use.

2.4 You must provide accurate and complete information. Failure to do so may result in delay, suspension, or cancellation.

3. ACCESS TO PREMISES

3.1 To install and maintain the Service, including FTTP infrastructure and Network Termination Devices (NTDs), you grant us and our contractors reasonable access to your Premises.

3.2 If you do not own the Premises, you must obtain the owner's consent. You indemnify us for any loss arising from failure to obtain consent.

4. SERVICES GENERALLY

4.1 Fibre Up provides internet services via:

- **Fixed Wireless (PMTP)**; and/or
- **Fibre to the Premises (FTTP)** within eligible villages, parks or developments.

4.2 The technical means used to supply the Service are determined by us and may change, provided the change does not materially degrade the Service.

4.3 We do not guarantee uninterrupted or fault-free service but will use reasonable efforts to maintain continuity.

4.4 Service Suitability and Use

- a) The Service is supplied as a residential-grade telecommunications service and is not designed, provisioned, or supported as a business-grade or carrier-grade service.
- b) To the maximum extent permitted by law, the Supplier does not warrant that the Service will be continuous, uninterrupted, secure, or error-free, or that it will meet any particular performance, availability, or reliability requirements.
- c) The Service must not be relied upon for any mission-critical purposes or applications requiring continuous, uninterrupted connectivity.
- d) Without limitation, the Service is not suitable for use in connection with medical, health, or life-support devices, or any application where service interruption, latency, or degradation could result in personal injury, loss of life, or property damage.
- e) You are responsible for ensuring that the Service is appropriate for your intended use and for implementing any redundancy, backup connectivity, or failover systems where required.

5. FTTP SERVICES (SPECIAL TERMS)

5.1 FTTP Services are delivered via optical fibre infrastructure installed to your Premises and terminated at a Fibre Up supplied **Network Termination Device (NTD)**.

5.2 The NTD and any fibre infrastructure up to and including the NTD remain **our property**.

5.3 You must not interfere with, relocate, modify, or connect unauthorised equipment to the NTD.

5.4 Power outages will interrupt FTTP services unless you provide your own backup power to the NTD and router.

5.5 Service speeds are **theoretical maximums**. Actual speeds depend on network load, your equipment, Wi-Fi performance, and external factors. Typical busy-hour performance will be described in your CIS in accordance with ACCC guidance.

6. CONTRACT TERM AND \$0 INSTALL OFFER (FTTP)

6.1 FTTP Services may be supplied under a **36-month minimum contract term** where a \$0 upfront installation offer applies.

6.2 The \$0 install reflects a subsidy of installation and hardware costs. If you cancel during the contract term, an **Early Termination Fee (ETF)** applies, calculated as:

ETF = Subsidised Install Cost × (Remaining months ÷ 36)

6.3 After the minimum term, the Service continues on a **month-to-month** basis unless cancelled.

6.4 If Fibre Up is unable to provide the Service due to technical or commercial reasons, no ETF applies.

6.5 For the purposes of this clause, “Subsidised Install Cost” means the costs by Fibre Up to install:

- networking hardware and related equipment on the roof (or other external structure) of the Premises; and
- the labour, technical services, and associated workmanship required for the installation, configuration, and commissioning of such equipment.

7. PRICING, BILLING AND PAYMENT

7.1 Charges are set out in the Pricing Schedule and CIS and are in AUD, exclusive of GST unless stated.

7.2 We may bill:

- recurring charges in advance;
- variable charges in arrears;
- installation or equipment charges (where applicable).

7.3 You must pay bills by the due date using an approved payment method.

7.4 We offer financial hardship assistance in accordance with the Telecommunications Consumer Protections Code and applicable laws.

7.5 Overdue accounts may incur late fees, interest, service restriction or suspension in accordance with applicable laws and the Telecommunications Consumer Protections Code, including applicable notice requirements.

8. EQUIPMENT

8.1 Equipment supplied by Fibre Up (including NTDs and wireless receivers) remains our property unless expressly sold to you.

8.2 You are responsible for loss or damage (excluding fair wear and tear).

8.3 Routers may be supplied, rented or sold. If you use your own router, support may be limited.

9. FAULTS AND SUPPORT

9.1 You may report faults 24/7 via phone or email.

9.2 We are responsible for faults within our Network. Faults caused by your equipment or actions may attract call-out fees.

10. SUSPENSION AND CANCELLATION

10.1 We may suspend or cancel Services for non-payment, misuse, security risks, regulatory requirements, or other material breaches.

10.2 You may cancel:

- at the end of a contract term;
- immediately for our unremedied material breach;
- during the contract term subject to ETF.

11. COMPLAINTS AND DISPUTE RESOLUTION

11.1 We aim to resolve complaints promptly and fairly.

11.2 If you are not satisfied, you may escalate the complaint internally.

11.3 If unresolved, you may contact the **Telecommunications Industry Ombudsman (TIO)**.

12. AUSTRALIAN CONSUMER LAW

Nothing in this SFOA limits your rights under the Australian Consumer Law, including Consumer Guarantees that cannot be excluded.

13. LIABILITY

13.1 To the maximum extent permitted by law:

- (a) our liability is limited to resupplying or repairing the Service or equipment.
- (b) we are not liable for any indirect or consequential loss, loss of profit or loss of business.

13.2 We are not liable for any failure or delay caused by events beyond our reasonable control.

14. PRIVACY

We collect, use and disclose personal information in accordance with the *Privacy Act 1988 (Cth)* and our Privacy Policy.

15. GENERAL

- **Governing law:** Commonwealth of Australia
- **Assignment:** We may assign or transfer our rights and obligations under this Agreement to a related body corporate or in connection with a merger, acquisition or sale of business.
- **Severability:** If any provision is invalid or unenforceable, the remaining provisions continue in effect.

16. DEFINITIONS

Definitions used in this SFOA align with the Telecommunications Act, Australian Consumer Law, and ACMA requirements. Specific FTTP terms (NTD, Fibre Network) are defined in the FTTP Service Schedule.

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