

## **SIGNING UP FOR A SERVICE ON THE NBN NETWORK**

### **Who can sign up for a Ruby Telecom service on the nbn network?**

To sign up for a Ruby Telecom service on the nbn network, your premises must be in an area which is serviced by the nbn network.

### **Accepting your application**

When you request a service, we decide whether to supply it to you based on these terms, the availability of the service at your address and your eligibility for that service.

### **Service commencement**

Your service commences on the earlier of:

- the date you first use the service; or
- the 1st of the month following the month in which we notify you that the service has been activated.

### **Disclosure of information to nbn co**

We may need to disclose information about you to nbn co as required for us to perform our obligations under our agreement with you, to enable nbn co to exercise its rights or as otherwise required or permitted by law.

### **Consequences of signing up to a service on the nbn network**

Once you take up a service on the nbn network, any access to our fixed existing networks at your premises will be cancelled and you'll no longer be eligible to take up fixed services at your premises on our existing fixed networks.

If you have an existing service on your line you will lose this when we connect our service. If you would like to make phone calls, you can use Voice over IP, Skype, a mobile or another product. If you require a fixed voice service at your place due to priority assistance, Ruby Telecom is not suitable for you.

Ruby Telecom does not support specialised services such as medical alarms, lift phones or fire indicator panels. If you have these services, please contact your provider to arrange a successful transfer of these services to the nbn network. The Government also encourages you to [register these services with nbn co.](#)

### **Broadband services using FTTN, FTTB or FTTC technology**

If you sign up using Fibre to The Node (FTTN), Fibre to the Basement (FTTB) or Fibre to the Curb (FTTC) technology and have an existing service on your line (eg. phone, fax or internet) access to that service will be lost during the connection of your Ruby Telecom service so you may experience downtime while we complete your order. Your existing provider will be notified by nbn co when your phone line is disconnected. Once your landline phone service is lost, you won't be able to make calls

or port your telephone number. We suggest you use a mobile phone to make voice calls in the interim.

### **Broadband services using HFC technology**

If you sign up using Hybrid Fibre Coaxial (HFC) technology and have an existing cable service (eg. internet or pay TV), access to that service will be lost during the installation of the nbn equipment and activation of your service. During the installation process, they will install an HFC radio frequency (RF) splitter to allow your existing services to work after the installation is completed. It is nbn co's responsibility to ensure your existing services still work post-installation. It is your responsibility to disconnect any existing cable services that you no longer require.

## **CONNECTION AND INSTALLATION**

### **Installation of the service**

When you sign up for a service on the nbn network, you'll be sent a self-installation kit and will have to install the services yourself at your premises. The self-installation kit includes a Wi-Fi modem needed to support your broadband service.

### **NBN Connection Charge**

If you're in a newly constructed building and not already connected to the nbn network, an extra charge may apply. If you're on a month by month plan you'll be charged this upfront when you sign up. If you're on a fixed term plan, you may pay this in monthly instalments. This charge, or the remaining monthly instalments owing on the charge, will be included in your ETC if you move or if the service is cancelled before the fixed term ends.

### **Signing up for a static IP address**

If you sign up for a static IP address, we will assign you an IP address for you to use with your service. That address will not change so long as you keep paying for that static IP address. However, if you cancel your static IP address add on, we may assign that IP address to another customer. If you sign up again for a static IP address, we cannot promise to assign you the same IP address as you had previously.

### **Landlord consent required**

If you're not the owner of the premises at which your service is installed, you'll need to seek approval from the owner for the installation (including location within the premises of the nbn equipment). You'll also be responsible for agreeing with the owner of the premises as to which of you will be responsible for covering the various costs associated with the installation.

### **Installation of nbn equipment**

If you need nbn equipment installed, we can arrange for nbn co to install the nbn equipment at your premises in accordance with these terms.

If you're taking up a Ruby Telecom service using Fibre to the Basement (FTTB) technology, the nbn equipment will already be installed in your building. If not, an nbn co technician will require access to the communications infrastructure in your building to get you connected. You will need to notify your building manager to ensure they have access. When the line is connected the technician will visit your home to make sure the service is working at the socket. If you do not already have nbn equipment installed at your premises, you must select an nbn co appointment for nbn co or their installer to visit your premises. If you wish to re-schedule an appointment you must provide us with at least 24 hours' notice. If you do not provide us with at least 24 hours' notice or you miss your scheduled appointment you may be charged a late cancellation or missed appointment fee. nbn co (or the installer) may reschedule an appointment with you. We are relying on nbn co to tell us about rescheduling your appointment and will give you as much warning as we reasonably can.

We'll use due care and skill in organising your appointment time and there may be other statutory guarantees, implied conditions or warranties under consumer protection laws that cannot be excluded which may apply. However, given that we are not solely responsible for the installation of your Ruby Telecom service on the nbn network or the nbn equipment, we can't promise that your appointment time will be met and there may be some circumstances where your appointment can't go ahead at the scheduled time or date. To the extent reasonably permitted under consumer protection laws we exclude liability to you for any damage or loss you suffer because the appointment did not occur at the scheduled time or date where the failure to meet the appointment time was not contributed to by us.

### **Provision of access for the installation**

You must provide us and nbn co (or the installer) reasonable assistance to enable us and nbn co to complete the installation, including being present as reasonably requested or having an authorised representative who is over 18, and providing access to nbn co to:

- enable the supply of services on the nbn network to you; and
- enable us, nbn co or an installer to perform any work on our network, the nbn network, nbn equipment or, where lawful, a third party's network whether or not in connection with the supply of Ruby Telecom services on the nbn network.

### **Location of the nbn connection Box**

You can ask for the nbn connection box to be installed in a particular location, but this may result in the installation being considered a non-standard installation. You acknowledge that:

- Services on the nbn network require that you provide mains power at your premises to operate in the ordinary course;
- You have permission from the owner of your premises to have this equipment installed, if you're not the owner;
- You're required to provide this power via a dedicated double power point located within 3m (unobstructed) of the nbn connection box; and
- nbn co will, if you request it, install a back-up battery and power supply unit with the nbn connection box, and the back-up battery will provide power (for a limited period) to the UNI-V port of the nbn connection box only.

### **Non-standard installations**

At the time of an installation, nbn co will assess whether the installation is a standard installation, non-standard installation, or a subsequent installation. If the installation is a non-standard installation, then nbn co will provide you with a quote for the additional costs and will only perform the non-standard installation if you agree. These additional charges will be billed to you by us. An extra charge may apply if you are in a newly constructed building and not already connected to the nbn network.

## **TRANSFERRING A FIXED SERVICE TO RUBY TELECOM**

### **Transfer of a service**

If you have a service with another provider and sign up for a Ruby Telecom service in place of that service, you must be the legal lessee or an authorised representative on the account in order to transfer that service to Ruby Telecom. In submitting your order, you:

- agree that you're the account holder of the service or authorised by the account holder to transfer this service to us;
- agree that the information provided to us in signing up for a service is true and correct;
- authorise us to act on your behalf to transfer your service; and
- consent to your current provider disclosing information about your service accounts with them and service numbers to us to effect the transfer to us.

### **Your broadband service will be suspended during transfer**

Your broadband service will be suspended during transfer process. This will result in broadband service downtime from when your existing service is cancelled until your Ruby Telecom service is activated.

You may experience a downtime of between 20 minutes and 4 hours. We'll try to ensure that the downtime does not exceed this expected timeframe.

### **Termination fee may be payable and benefits affected**

You'll be responsible for any charges you incur under your contract with your current broadband, phone, or service provider, as well as any fees (such as termination fees) that arise as a consequence of the transfer. We suggest that you check your contract before signing up with Ruby Telecom.

### **Your provider email address**

If you're currently using the email address that was supplied to you by your current provider, you won't be able to access it once the transfer has occurred, so you should arrange to back up any information before the transfer takes place. As we don't provide email addresses to our customers, you'll need to arrange a new email address.

## **USE OF YOUR SERVICE**

### **Changing your plan speed**

You can increase your service speed by changing to faster speed plan.

Once you change your plan, you can only change it again after the first of the next month.

If you move to a faster speed plan, you'll get it straight away, and the new monthly charge will apply from 1st of the next month. If you move to a slower speed plan, we'll move you to the new speed at the start of the next month, and your new monthly charge and speed will apply from the 1st of the next month.

## Equipment used with an nbn service

You must:

- ensure that the networks, systems, equipment and facilities you use in connection with the nbn network are technically compatible with the nbn network, and comply with and are used in accordance with any nbn co policies and any legal requirements;
- not use the nbn service or nbn equipment in a manner which endangers or has the potential to endanger the health or safety of any persons; and
- use and deactivate the nbn service and nbn equipment in compliance with nbn co policies. You may obtain a copy of the nbn co policies from <https://www.nbnco.com.au/corporate-information/about-nbn-co/policies>

## Providing assistance and complying with directions

You must provide us with reasonable assistance to enable us to supply or maintain the nbn services or to comply with our obligations to nbn co (including notifying us promptly if you're aware of any material damage to nbn equipment and ensuring your equipment used in connection with the nbn service is maintained in good repair and working condition).

You must also comply with our reasonable directions, instructions, policies and procedures in respect of the following:

- protecting the integrity of nbn network or any other network, systems, equipment or facilities used by us or another person in connection with the nbn network;
- ensuring the quality of any product or service supplied by nbn co to us or any other person; or
- protecting the health or safety of any person.

## Rearranging, modifying, removing or repairing nbn equipment

Subject to your rights under consumer protection laws which may apply which cannot be excluded, if you need nbn co to rearrange, modify, remove or repair nbn equipment, nbn co will provide you with a quote for this work and will only perform the rearrangement, modification, removal, or repair if you agree. nbn co imposes charges on us for miscellaneous activities, such as:

- changes to installations;
- repair, modification, or removal of equipment (subject to your rights under consumer protection laws which apply and cannot be excluded); and
- invalid fault reports (where you report a fault with your nbn service, and the nbn network is not found to be faulty). Where we incur charges for these activities, we may bill those additional charges to you. However, we'll notify you of these charges before doing the work and will only perform the work if you agree to pay these charges.

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## **CHARGES**

### **Billing periods**

Our billing period runs from the 1st of each month, until the last day of that month.

### **Charges for your service**

You must pay for activation of your service and modem on the date you sign up. These costs are not refundable if you subsequently withdraw your order for a Ruby Telecom service. All monthly charges are payable in advance. You must pay the monthly charge for your selected service starting from:

- the date your service is activated, if your service is activated on the 1st of the month; or
- the first of the month following the date your service is activated, if your service is not activated on the first of the month,

until the date specified on the invoice.

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 as long as we comply with the billing requirements in the Communications Alliance Code – Telecommunications Consumer Protections (C628).

### **Payment methods**

You must pay for your service using direct debit from your credit card or bank account.

### **Overdue payments**

If you do not pay an invoice on the first, we'll send you a reminder notice.

If your bill remains outstanding 10 days after you receive a reminder notice by SMS, your service will be suspended and you won't be able to use your service. We'll send a notice notifying you that your service has been suspended and warning you that it will be disconnected. If 10 days after receiving a disconnection warning by SMS your bill remains outstanding, your service will be disconnected.

### **Financial hardship**

We recognise that sometimes unforeseen events in your life, such as sudden illness or loss of employment, may affect your ability to pay us for services you have used. If you're experiencing financial hardship which is affecting your ability to pay an amount which is due for your service, please contact us.

### **Taxes**

The charges for your service may not include all taxes. You must pay any applicable taxes that we include as part of your invoice for your service. Applicable taxes may include any stamp and other duties, fees, taxes (including GST) and charges relating to your purchase of the modem or your service. GST may be imposed on a supply we make to you under these terms. We'll issue a Tax Invoice to you for any supply on which GST is imposed.

## **ACCEPTABLE USE POLICY FOR NBN SERVICES**

The following applies for nbn services in addition to the Acceptable Use Policy set out in the General terms.

You must comply with:

- the Terms of Use, supply and installation of nbn equipment (as amended from time to time) the nbn co Operations Manual which can be found at <http://nbnco.com.au/getting-connected/service-providers/agreements/wba.html> (or such other URL as nbn co may use to locate the Terms of Use); and
- nbn co's Fair Use Policy (as amended from time to time) located at <http://nbnco.com.au/getting-connected/service-providers/agreements/wba.html> (or such other URL as nbn co may use to locate the policy).

Under nbn co's Fair Use Policy you must not engage in unfair use, which means:

- not using the nbn network in a way that causes or may cause interference, disruption, or congestion;
- not undertaking (or attempting to undertake) any of the following activities without authorisation:
  - accessing material or data or logging in to a server or account unlawfully;
  - disabling, disrupting or interfering with the regular working of any service or network, including, without limitation, via means of overloading it, denial or service attacks or flooding a network;
  - probing, scanning or testing the vulnerability of a system or network; or breaching the security or authentication measures for a service or network;
- not using your service to support:
  - any substantial carrier or service provider data aggregation applications, (such as backhaul for mobile base stations or multiplexed access systems and/or networks) that result in substantial and continuous network throughput; or
  - connections for the purpose of providing or enabling carrier or service provider interconnection;
- ensuring that the networks, systems, equipment and facilities you use in connection with the nbn network are technically compatible with the nbn network and comply with and are used in accordance with all reasonable procedures notified by us to you and any legal requirements.

In addition, you must not use your service, attempt to use your service or allow your service to be used in any way which:

- would cause us to breach our obligations to nbn co;
- would damage, threaten, interfere with, cause the deterioration or degradation of the operation or performance of, or allow any of these acts to be done (including by a third party) to the nbn network, our networks, systems, facilities or equipment or those of another person,

or the provision by us or another person of services to you or another person on the nbn network;

## **MOVING YOUR FIXED SERVICE**

### **Transferring your fixed service**

At your request, we may move a fixed service to another address.

However, we can only do so if we can service the area you would like it moved.

If the previous owners or tenants of the address you're moving to didn't disconnect their existing service before they moved out, setting up your service may be delayed.

If you're on a fixed term plan and your fixed service isn't available in the area to which you would like it moved, your fixed service will be cancelled and any applicable Early Termination Charge (ETC) will be waived.

### **A plan change may be required**

If you would like to move your fixed service, and you're on a plan that we are no longer making generally available, you'll need to move to one of our then- current plans.

### **Moving fees may apply**

If you request that we move your fixed service to another address we can service, you may need to pay an installation charge for the new address.

### **Our additional rights to terminate your service**

In addition to our rights as set out in the General Terms, we may terminate your service:

- immediately, without notice to you and without undertaking our own investigation of your conduct, if nbn co informs us that your conduct is in breach of these terms as they apply to services on the nbn network; or
- if nbn co ceases, suspends, or interrupts the supply to us with anything that is necessary for us to supply the service to you by giving you as much notice as is reasonably possible depending on all the relevant circumstances. If we terminate your service, you must still pay us for any charges incurred before the cancellation.

## **LIABILITY**

### **Your responsibility for loss and damage**

You're responsible for any loss or damage to us or another person or any of our networks, systems, facilities, equipment or sites or those of another person to the extent that such loss or damage was caused by you, your agents, suppliers, contractors or representatives, or your failure to obtain

permission to install the service from the owner of the premises (if you're not the owner). However, you're not liable for any loss or damage to the extent that it was caused by us or nbn co.

### **Acknowledgements regarding services on the nbn network**

You agree and acknowledge that:

- nbn co is not providing any products or services to you;
- nbn co does not have a contractual relationship with you in regard to the supply of your service and nothing gives you any right, title or interest (whether legal, equitable or statutory) in any part of the nbn network or nbn equipment used for the provision of nbn services; and
- to the maximum extent permitted by law and subject to your rights under consumer protection laws which may apply and which cannot be excluded, nbn co is not liable for any loss or damage arising from or in connection with the nbn services.