

Sprint Networks NBN – Terms and Conditions

This document contains the Terms and Conditions for the supply of NBN Access. The NBN Access service is supplied by TPG Internet Pty Ltd (ABN 15 068 383 737) partnering with Sprint Networks. The standard Sprint Networks Terms and Conditions apply to this service.

1. THE SERVICE

- 1.1. NBN Access is the supply of connectivity and internet via services supplied by NBN Co Limited by means of the National Broadband Network (NBN).
- 1.2. NBN Access comes in three varieties:
 - 1.2.1. NBN Fibre;
 - 1.2.2. NBN Wireless;
- 1.3. NBN Fibre is a high speed broadband access service where the service will be supplied using one of a mix of technologies that have a fibre component to them. The mix of technologies includes:
 - 1.3.1. Fibre to the Premises (FTTP) where the fibre will run all the way to the premises
 - 1.3.2. Fibre to the Node (FTTN) where the fibre will reach a neighbourhood node or cabinet and from there uses NBN owned or controlled copper cabling to the customer's premises
 - 1.3.3. Fibre to the Building (FTTB) where the fibre will reach the basement of multi dwelling units and uses the existing copper in the building to supply connectivity between the unit in the building and the fibre in the basement.
 - 1.3.4. Fibre to the Curb (FTTC) where the fibre will generally reach an outdoor pit and from there uses NBN owned or controlled copper cabling to the customer's premises
NBN Fibre requires that the necessary NBN infrastructure be fully constructed and NBN equipment be installed into the premises.
- 1.4. NBN Wireless is a high speed broadband access service that is supplied using a point to point wireless service that is part of the NBN. It is available to premises where NBN Fibre will not be made available. The service will require the installation of wireless radio equipment in the premises.
- 1.5. All TPG NBN Access plans will be supplied with Internet data but may also be supplied with a voice service. TPG reserve the right to provide access to the Internet via Proxy Servers.
- 1.6. If TPG sells a voice service over the NBN, the terms and conditions for the supply of the voice component are set out separately.
- 1.7. To acquire an NBN Access service, you must be in an area that is enabled for NBN services. TPG do not guarantee provision of service to every applicant.

2. NBN ACCESS SPEEDS

- 2.1. The NBN Access Plan you choose will stipulate the access connection speed for the Service. This is a speed nominated by NBN and represents the maximum speed that will apply to your service.
- 2.2. The actual speeds for the service may be slower and vary due to many factors including type/source of content being downloaded, hardware and software configuration, the number of users and performance of interconnecting infrastructure not operated by TPG. Devices connected by Wi-Fi may experience slower speeds than those connected by Ethernet cable.

3. INSTALLATION AND NTD

- 3.1. NBN Access is only available at locations that NBN has activated. You may check whether your premises are NBN activated by using the coverage checker available on the TPG website. This is indicative only and TPG does not guarantee that it will be able to accept all applications for service.
- 3.2. The installation process will vary depending on whether your premises has been connected, meaning that NBN has installed relevant facilities and network termination devices into the premises.
- 3.3. If the premises have already had a connection made to the NBN, installation generally can be completed without the need for you to be physically present at the premises.
- 3.4. If the premises require NBN to install any infrastructure or equipment, you or your authorised representative will need to be present at the premises at a time and date that is nominated by us. In the absence of intervening factors, an NBN representative will attend the premises and install the necessary infrastructure and equipment up to the network boundary point. You must co-operate with the NBN representative and comply with all reasonable requests of the NBN representative.
- 3.5. If TPG and NBN Co reasonably determine that the NBN installation required is standard, you agree that TPG can complete the NBN installation unless you tell us otherwise.
- 3.6. If you wish to re-schedule an installation appointment you must provide us with at least 3 working days' notice. If you do not provide us with at least 3 working days' notice or you miss your scheduled appointment you may be charged a missed installation appointment fee. The NBN representative or TPG may reschedule an appointment with you. TPG is relying on NBN to tell us about a reschedule of your appointment and will give you as much warning as TPG reasonably can.
- 3.7. TPG will use due care 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 TPG is not solely responsible for the installation of your NBN Service or equipment needed to use the NBN Services, TPG cannot promise that your appointment time will be met and there may be circumstances where your appointment cannot go ahead at the scheduled time or date. To the extent reasonably permitted under consumer protection laws, TPG excludes 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 TPG.
- 3.8. A range of NTD may be used by NBN. However, you must follow the reasonable instructions of the NBN representative or the manuals provided with the NTD. In general, both the NBN NTD (through an existing NBN power supply unit, if one is installed in your premises) and the modem must always be connected directly to mains power supply. If your mains power supply fails or the power is turned off, and you have no backup battery for the NTD and the modem, all services delivered through the NBN will stop working.

4. SERVICE LIMITATIONS

- 4.1. Some services offered by third party carriers, such as PABX systems, certain fax services, EFTPOS and back-to-base alarms may be incompatible with the NBN service and may not be available to you after connection of the NBN service.
- 4.2. You may not resell, onsell or otherwise onward supply your NBN Access service. You must ensure that it is not made available or used by ISPs, Internet Cafés or Web Hosting Companies.
- 4.3. You agree that an NBN connection can only be used at one physical location and with one network system operation at this site. You may not use the connection for multiple locations.

5. EQUIPMENT

- 5.1. You must ensure that you have compatible, working equipment installed to access and use your NBN service including, but not limited to router and cabling. TPG will not compensate you for access or performance problems caused by equipment which is not supplied by us.
- 5.2. If TPG have agreed to supply you with a piece of equipment, TPG reserve the right to and may supply an alternative model or brand of modem/router, of similar quality and technical specification to the one displayed on the TPG website when you registered.
- 5.3. TPG only provides technical support for makes and models of modem/router supplied by TPG. If you are using a model of modem/router not supplied by TPG, assistance may be available directly from the manufacturer's own technical support service.
- 5.4. TPG will only deliver ordered equipment to the contact address supplied by you in your application for service.
- 5.5. In a situation where you are not available to receive delivered equipment and the equipment is returned to us, the cost of the return will be borne by you. In addition, TPG will charge you to redirect/resend the equipment. Shipping & handling fees are non-refundable.
- 5.6. You must ensure that the equipment installed is not covered in a way that prevents air circulating around the equipment.

6. SUPPORT

- 6.1. TPG will provide support for the following:
 - 6.1.1. NBN installations on the routers and modems purchased from us;
 - 6.1.2. New account set up & installation;
 - 6.1.3. Disconnections;
 - 6.1.4. Sending and receiving email from TPG Post Office;
 - 6.1.5. Connecting to the Internet;
 - 6.1.6. Viewing web pages;
 - 6.1.7. Downloading & uploading files & attachments.
- 6.2. TPG may not be able to provide support which requires assistance with Apple computers.

7. SERVICE FAULTS

- 7.1. While TPG will endeavour to make NBN Access services available to customers 24 hours a day, 7 days a week, NBN Access services are not fault free and TPG cannot guarantee uninterrupted service, or the speed, performance or quality of the service.
- 7.2. There are many factors outside of our control that may affect NBN services, such as the performance of third party suppliers and equipment, force majeure events and your hardware and software configuration.
- 7.3. TPG reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the service. Where possible, TPG will perform this work during non-peak times.
- 7.4. You must direct all queries regarding faults/outages of the service to our technical support Help Desk (see contact details online at www.TPG.com.au/about/contact.php). You must not direct inquiries to third party service providers, including NBN Co or Telstra. TPG will invoice you for costs incurred by us if you engage a third party for assistance with your service.
- 7.5. There may be circumstances where TPG needs to escalate the fault to NBN Co. If NBN Co determines that the fault is caused by your equipment (for example faulty cabling or router), you will be charged a fee for Incorrect NBN Fault Lodged as set out in [additional pricing](#).

8. MINIMUM CONTRACT PERIOD

- 8.1. All NBN plans have a Minimum Contract Period. The Minimum Contract Period is the minimum period during which you must acquire the service. The Minimum Contract Period commences when the service is activated.
- 8.2. If, during the Minimum Contract Period, you cancel the service or TPG cancel the service because of your default, you must pay an early termination charge. Such termination fees are set out at [additional pricing](#).
- 8.3. The Minimum Contract Period varies from plan to plan, and will be advised to you during your application for the service.

9. STANDARD CHARGES

- 9.1. The NBN Access Service is a prepaid service. You must pay all charges in advance.
- 9.2. You must pay all equipment, delivery and set-up charges and the first month's subscription fee once your nominated service delivery address passes the initial service qualification test prior to installation.
- 9.3. If you provide us with incorrect registration details which result in the service being installed on the wrong address, the set-up charges will be paid again to re-install the broadband service. You must provide the correct service details in writing to us before re-installation will proceed.
- 9.4. Monthly recurring fees are payable monthly. Seven days prior to the end of each month rollover date (rolling from the date of activation), the following month's fee will be charged and you will acquire the service for that following month.

10. ADDITIONAL CHARGES

- 10.1. Additional charges set out in the [additional pricing page](#) may be payable. You should specifically note the following:
 - 10.1.1. Any withdrawal of NBN application may incur an application withdrawal charge as specified on the NBN additional pricing page online at [additional pricing](#).
 - 10.1.2. If you provide incorrect information (such as incorrect address) on the NBN application which is actioned by NBN Co, then you will be liable for the costs incurred including, but not limited to:
 - 10.1.2.1. A setup charge and relocation charge if the service can be relocated to the correct address or phone number; or
 - 10.1.2.2. A setup charge and early termination fee if the incorrect service cannot be relocated.
 - 10.1.3. Early termination fees will be payable, as specified in the plan brochure, if you terminate the service prior to the completion of the minimum service period.

11. PAYMENTS

- 11.1. Payment options are credit card and/or direct debit from a nominated bank account, as specified on the TPG website for the plan chosen by you. Accounts paid with an American Express or Diners Club card will incur a surcharge of 3.02% and 2.75% (incl. GST) of the debited amount respectively when TPG debit the card.
- 11.2. TPG may choose not to issue an invoice but charges will be incurred and payable regardless of the fact that an invoice has not been rendered.
- 11.3. As the service is prepaid, if a payment is declined, the service will be automatically suspended.

- 11.4. You authorise TPG to charge all termination fees, including, but not limited to, any early termination charges to your credit card or direct debit account on termination of your service. Such termination fees are set out at [additional pricing](#).

12. CANCELLING AN NBN ACCESS SERVICE

- 12.1. You may terminate the NBN service by giving TPG at least 30 days written notice. You must pay for charges for the service up to the end of the notice period.
- 12.2. If you cancel your NBN service before the end of your Minimum Contract Period, you will be required to pay the early termination charges

13. NBN SERVICE TRANSFER

- 13.1. The NBN Service Transfer process is only available to customers who have an active NBN connection on certain NBN Access types.
- 13.2. TPG do not guarantee access to the NBN Service Transfer process, and will not be liable if the service transfer application is rejected by NBN Co.
- 13.3. TPG will supply the NBN service from the date the transfer takes effect (you will be notified when this happens).
- 13.4. You will pay for all charges associated with the transfer.
- 13.5. You will still be responsible to your current NBN service provider for any charges incurred and/or billed up to the date the transfer takes effect.
- 13.6. After a transfer, you may not be able to receive certain benefits you currently receive from your NBN service provider (e.g. discounts or specific product enhancements).
- 13.7. You authorise us to act on your behalf to transfer your NBN service.
- 13.8. Your NBN service will remain active with your current Internet provider until the transfer takes place.
- 13.9. You will need to contact your current NBN service provider about any faults with your NBN service until the transfer process is completed.
- 13.10. You may experience an outage in your NBN service for a short period of time whilst the transfer takes place. TPG is not liable for any downtime or delays, as TPG are dependent on a 3rd party to perform the transfer.
- 13.11. You warrant that you are the account holder of the NBN service to be transferred, or are authorised by the account holder to transfer the service to us.
- 13.12. You understand that it is your responsibility to check the terms of your contract with your current NBN service provider to determine if there will be any consequences under that contract as a result of this transfer, such as an early termination payment.
- 13.13. You authorise us to confirm, on your behalf, your current technical data to be used for the NBN Service Transfer process only.

14. EMAIL

- 14.1. Individual NBN Access plans may stipulate a number of email addresses that are available with an individual service. Where available, the email accounts are POP accounts and TPG does not provide backup services for emails that have been downloaded from the mail server. Access to email accounts will terminate on termination of the Service unless you have acquired a separate email account service.
- 14.2. Virus filtering is performed on all email passing in or out of our email servers, and will not be disabled on individual accounts. Email messages detected with a virus are rejected immediately

with details of the virus. You will not receive separate notification for each infected message which is rejected, but will be emailed a fortnightly summary of prevented viruses.

- 14.3. If you persistently send virus emails, or have virus infected emails sent from your network, you will be notified daily via email. Failure to fix the virus infected computer will result in a temporary block of all email services for you and your network.
- 14.4. SPAM or Junk email filtering is performed on a per email account basis. The account holder is able to select the appropriate filtration level, or disable this service. Email detected and prevented from delivery can be viewed via a website.
- 14.5. Sender address verification is performed on all incoming emails. This is enabled by default, but can be disabled on a per email address basis.
- 14.6. TPG do not guarantee faultless storage of emails, and will not be liable for any damage or loss, including loss of time, resulting from storage faults. Emails are only temporarily stored online. TPG will not be responsible for emails deleted automatically once the specified storage limit is reached - details of storage limits are available with the plan details online at http://www.tpg.com.au/products_services/pop3.php.
- 14.7. Email plans offer spam filtering and virus protection facilities. These features are to help you protect themselves against unwanted viruses and junk email. TPG does guarantee protection against spam or viruses and recommends that you make use of other available protections such as anti virus software and firewalls.
- 14.8. TPG recommend that you use email client software (i.e. an email program) which will download and store copies of email on your own computer and/or will enable you to make hard copies of important emails.

15. WEBSITE

- 15.1. Individual NBN Access plans may stipulate a certain amount of webspace that can be used by you for webpages and other content.
- 15.2. TPG does not backup webspace.
- 15.3. If you wish to establish a website for business purposes, TPG is able to offer alternative webhosting services.
- 15.4. You release TPG from all liability that you may suffer as a result of business use of the webspace.

16. MISCELLANEOUS

- 16.1. You use the service at your own risk and TPG take no responsibility for any data downloaded and/or the content stored on your computer. You agree not to make any claim against us, our suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the broadband service and/or our email services.
- 16.2. TPG reserve the right to add, or delete web sites to/from our filter list without prior notice to you.