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### 1 About these terms

These terms apply if we provide you with nbn Services.

These terms are a standard form of agreement under Part 23 of the Telecommunications Act.

We may change these terms from time to time as allowed by the Telecommunications Act.

If anything in these terms is inconsistent with anything in the General Terms, the Service Terms, or any other terms applying to the services you acquire from us, these terms prevail to the extent of the inconsistency.

Certain terms used in these terms have special meanings, which are set out in the Dictionary.

### 2 General

You acknowledge and agree that:

- we have contractual obligations to nbn Co under the relevant nbn Supply Terms;
- supply of the nbn Services to you (including Users) is subject to the applicable “downstream customer” provisions in the nbn Supply Terms;
- the supply of the nbn Services to you (including Users) may be interrupted or otherwise affected in accordance with the nbn Supply Terms;
- neither this agreement nor the supply of nbn Services creates any obligation or legal relationship between you and nbn Co;
- you will reimburse us for any early termination fee payable under the applicable nbn Supply Terms, to the extent that such fee becomes payable as a result of the early termination of the nbn Services by you;
- your obligation to pay charges concerning the nbn Services is not affected by any event of Force Majeure;

- you consent to our providing Customer Details to nbn Co, and nbn Co using those Customer Details, for the purposes specified in the nbn Supply Terms;
- you will ensure that your contracts, privacy policies and other documents advise Users of the potential disclosure of Customer Details to nbn Co;
- the nbn Supply Terms require nbn Co to comply with Privacy Laws with respect to Customer Details.

### 3 Use of the nbn Related Services

- You must (and must ensure that all Users):
  - ensure that all use of the nbn Services:
    - is lawful;
    - does not give rise to any breach of the nbn Supply Terms by us or nbn Co;
    - does not damage, threaten, interfere with or prejudice the integrity of, degrade or cause the deterioration of the operation or performance of the nbn Related Services or any part of them, or of other property or facilities of any third party;
    - complies with any terms of use, acceptable use policies and reasonable instructions applicable to the use of the nbn Related Services, including relating to health and safety of any person, as set out in the nbn Supply Terms or notified from time to time;
    - does not in any way create a risk to health or safety of any person;
- only move, remove or alter any part of the nbn Related Services in accordance with nbn Co's directions;
- immediately, upon becoming aware of the following circumstances, disconnect or deactivate:
  - any Customer Equipment that is damaging, interfering with, or degrading or causing the deterioration of the operation or performance of the nbn Related Services or the nbn Services; and
  - any Customer Equipment that is not compatible with the nbn Related Services or which must be disconnected or deactivated for nbn Co to comply with the terms of supply to nbn Co by a third party supplier;

- notify nbn Co of any equipment used to connect to the nbn Related Services which you are aware, or ought reasonably to be aware, requires removal upon disconnection of that equipment;
- ensure that Customer Equipment is compatible with the nbn Related Services, complies with all applicable laws and regulatory approvals and is in good repair and working condition;
- ensure that all connections to the nbn Services comply with all applicable laws;
- promptly notify us on becoming aware of any material damage to the nbn Related Services or equipment used to connect to the nbn Related Services;
- provide reasonable assistance to us, to enable us to assist nbn Co in compliance with applicable laws; and
- provide safe and timely access to your premises where required in connection with the supply of the nbn Related Services.

#### 4 Limitation on supply of nbn Related Services

You acknowledge that nbn Co:

- limits or restricts the simultaneous supply of certain products and services (including nbn Related Services) to premises served by the National Broadband Network; and
- has the right to suspend or disconnect or deactivate existing or new services, without notice, where such restriction or limitation applies,

and you authorise nbn Co (or us on instruction from nbn Co) to cause such suspension, disconnection or deactivation.

You must ensure that, before ordering any nbn Related Services, you investigate any existing or planned supply of services by nbn Co or its retail service providers to such premises.

#### 5 Lost, stolen or damaged equipment

If your (or a User's) act or omission causes or contributes to the loss or theft of, or damage to, any equipment used to connect to the nbn Related Services, then you must pay to nbn Co (and must indemnify us for) the proportion of losses incurred by nbn Co in replacing or repairing the equipment to the extent to which you (or a User) have caused or contributed to that loss, theft or damage, less the amount of any charges for equipment repair that may be incurred by you in respect of that loss,

theft or damage.

#### 6 Undertaking

Notwithstanding anything else in these terms:

- to the extent permitted by law and without excluding, restricting or modifying any rights or remedies to which you may be entitled to under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law, you must not bring any claim (including any action, suit or proceedings of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising) against nbn Co, its Related Bodies Corporate or any of their respective Personnel in connection with the supply (or any delay, failure to or defect in relation to the supply) of any products or services which are direct or indirect inputs to any products or services which are the subject of this agreement. This does not apply to a claim by you for loss or damage suffered or incurred by you arising from or in connection with:
  - any damage to, or loss of, tangible property to the extent that such losses are caused or contributed to by nbn Co, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or
  - the death or personal injury of any person to the extent caused or contributed to by:
    - negligent or wilful acts or omissions of nbn Co, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or
    - any equipment or network owned, operated or controlled by nbn Co.
- Telecoms may assign the benefit of this clause 6 to nbn Co or its nominee without consent or, to the extent that consent is required, you give that consent.
- This clause 6 survives expiry or termination of your Service agreement.

#### 7 Dictionary

In these terms, the following words have the following special meanings.

**Australian Consumer Law** means the provisions set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

**Customer Details** means any information about you, your Personnel and Users that is required by nbn Co under the nbn Supply Terms in order for nbn

Co to exercise its rights or perform its obligations under the nbn Supply Terms.

**Customer Equipment** means the networks, systems, equipment and facilities (including cabling) which you use to receive the nbn Service or in connection with the nbn Service.

**Force Majeure** means any circumstance beyond the reasonable direct or indirect control and without the fault or negligence of the party claiming Force Majeure, including but not limited to any:

- act of god, act of war or terrorism, cyclone, fire, flood, explosion, storm or earthquake;
- any law, rule, regulation or order of any government, government authority or regulator; and
- any act or omission of a third party that affects the provision of a service, including a failure to provide goods or services or access to premises.

**General Terms** means our [General Terms for Business Customers](#).

**Personnel** means, in relation to a party or third party, that party's officers, employees, agents, contractors, subcontractors and consultants.

**nbn Co** means nbn Co Limited ACN 136 533 741 and its Related Bodies Corporate from time to time.

**nbn Service** means a service that relies on any of the nbn Related Services as an input.

**nbn Related Services** means the networks, systems, equipment and facilities owned and controlled by, or operated by or on behalf of, nbn Co (including communications within any of these), used, made available or supplied under the nbn Supply Terms.

**nbn Supply Terms** means the terms and conditions contained in nbn's Wholesale Broadband Agreement, as amended from time to time and as published at [www.nbnco.com.au](http://www.nbnco.com.au).

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

**Service Terms** means the terms for a service, (as set out in the relevant Service Definition found on our website).

**Users** means you, your Personnel, any of your end user customers, and anyone you allow to use the nbn Service.

**we, us** and **our** refer to Ergon Energy Telecommunications Pty Ltd ABN 34 106 459 465.

trading as Yurika Telecoms;

**you, your** and **yours** refers to the customer for a service under these terms.

In these terms, unless indicated otherwise:

- words in the singular include the plural and vice versa;
- a gender includes the other gender;
- if a word or phrase is defined its other grammatical forms have corresponding meanings;
- "includes" means "includes without limitation" and "including" has a corresponding meaning;
- a reference to:
  - a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - any legislation includes subordinate legislation under it (as varied or replaced from time to time).