

STANDARD FORM OF AGREEMENT SERVICE SPECIFIC TERMS – NBN™ SERVICES



1. Introduction

- a. Our Terms. "Our Terms" are the terms and conditions applicable to the supply by us to you of the Services and related equipment and consist of these Service Specific Terms, the General Terms, Critical Information Summaries, pricing and fee schedules and the other documents referred to in the General Terms and the Service Specific Terms. Our Terms form our standard form of agreement formulated in accordance with section 479 of the Telecommunications Act.
- b. Interpretation. All references to "we", "us" and "our" are to MyRepublic Pty Ltd ACN 603 909 815.

2. nbn™ Requirements

- a. Access. You must provide or procure for nbn™ and Optus (and their respective Personnel) safe and timely access to any premises owned, controlled or occupied by you, for so long as you own, control or occupy the relevant premises where nbn™ or Optus (and their respective Personnel) require that access. You warrant that you hold all consents, approvals and rights of access that you are required to provide on trust for the benefit of nbn™ and if requested must provide to Optus written evidence of same.
- b. Optus not Responsible. You agree and acknowledge that Optus is not responsible for the acts or omissions of nbn™ in connection with any nbn™ activity at any premises owned, controlled or occupied by you, nbn™ is not the agent or representative of Optus, and to the maximum extent permitted by applicable law, Optus does not accept (and excludes) any liability to you or for the acts or omissions of nbn™.
- c. Installation. nbn™ or Optus may determine that the installation of a Service or is a standard installation, a non-standard or a subsequent installation. A subsequent installation means a subsequent installation to a premise after an initial installation. If the installation is a non-standard installation or a subsequent installation, nbn™ or Optus will provide a quote for additional charges. nbn™ or Optus will only carry out the non-standard installation or subsequent installation if you have consented to the quote. The additional charges will be invoiced to you. If you do not agree to the quote, Optus may immediately suspend or cancel the pending order or the Service associated with the quote. Cancellation fees may apply.
- d. Battery Backup. Optus does not offer a battery backup service in respect of the Service. The Service requires mains power to operate in the ordinary course and will not work if the power goes out and should not be relied on for emergency calls, unless you they have a functioning back-up battery. You give your consent to not receive any battery backup for the Service.
- e. Network Protection. You must not engage in any conduct that endangers the health or safety of any person, damages, threatens, interferes with, prejudices the integrity of, degrades or results in the deterioration of the operation or performance of any other party's network, systems, equipment, property, infrastructure or facilities, cause a nuisance in, and when accessing, nbn™ Protected items, or damages, threatens, interferes with, prejudices the integrity of, degrades or causes the deterioration of the operation or performance of nbn™ Protected Items, communications within the nbn™ Protected Items (including carriage or content services provided over the nbn™ Protected Items), the supply of products or services to Optus

- or any other nbn™ Customer, or other property or facilities or any third party.
- f. Compliance with Directions. You must comply with any directions, instructions, policies or procedures given by Optus or any of its Personnel that relate to protecting the health or safety of any person, protecting the integrity of any nbn™ Protected Items, ensuring the quality of any nbn™ Protected Items.
 - g. Compatibility. You must ensure that your networks, systems, equipment and facilities (and any connections you make to the nbn™ Network) comply with all applicable laws and nbn™ requirements (including as required by the nbn™ Operations Manual) and are capable of orderly, efficient integration and operation with the nbn™ Network and nbn™ Services with no modification or conversion required. If any of your networks, systems, equipment or facilities are damaging, or are incompatible or interfering with, or degrading or deteriorating the operation of any nbn™ Protected Items, then (without limitation to any of your other obligations or Optus' rights) Optus or nbn™ may, or if you are requested by Optus to do so then you must, immediately disconnect or deactivate the relevant network, system, equipment or facility.
 - h. Equipment. You must ensure that all equipment which you use in connection with the nbn™ Network or the nbn™ Services comply, and are used in compliance, with all applicable laws, regulatory approvals, requirements and nbn™ requirements, and are maintained in good repair and working condition.
 - i. nbn™ Equipment. You agree and acknowledge that all nbn™ Equipment remains the property of nbn™ and must remain at your site or premises unless otherwise by instructed by Optus or nbn™, nbn™ may remove or disconnect the NBN Equipment at any time (and Optus may remove or disconnect the nbn™ Equipment where required to do so by nbn™), and if nbn™ Equipment is damaged or becomes inoperable, then Optus will endeavour to procure that nbn™ (as the owner and or supplier of that equipment) repairs or replaces it within a reasonable period, however, Optus is not responsible for such repair or replacement, or an Interruption to a Service which may result from such damage or inoperability of nbn™ Equipment. You must comply with any terms of use of the nbn™ Equipment (including the terms of access and use of any port on a NTD (network termination device), and any instructions in relation to use, disconnection or connection of the nbn™ Equipment, which Optus or nbn™ provide to you from time to time.
 - j. Disconnection. You agree and acknowledge that Optus may disconnect any networks, systems, equipment and facilities which you or your Downstream Customers use in connection with the Service.
 - k. Customer Contracts. You agree and acknowledge that nbn™ is not providing any products or services (including the Service or Individual Services) to you, nbn™ does not have a contractual relationship with you in regards to the supply of the Service, you must not contact nbn™ directly in relation to the Service, unless otherwise notified by Optus or nbn™, to the full extent permitted by law, nbn™ will not be liable to you in any way (including any claim in negligence) for any Loss you may suffer or incur arising from or in connection with the Service. To the full extent permitted by law, you must not commence proceedings or make a claim against nbn™ for any Loss referred to above.