Your guide to choosing AGL

AGL Telecommunications Customer Terms

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Contents

1 LET'S GET STARTED 1

1.1 Helping you stay more connected 1

1.2 We're always here to help 1

2 WHAT WE OFFER 2

2.1 Our plans 2

2.2 Our bundles 2

2.3 Our special promotions 2

2.4 Our products – some rules to know 2

2.5 Installing and connecting you to our services 4

3 YOUR GUIDE TO SIGNING UP 4

3.1 How to sign up 4

3.2 What happens after you sign up 5

3.3 Transferring from another provider 5

4 THE INS AND OUTS OF CREDIT ASSESSMENT 5

4.1 How we credit assess 5

4.2 If we need a credit report 5

5 YOUR RESPONSIBILITIES – A QUICK OUTLINE 5

5.1 General responsibilities 5

5.2 Complying with our Policies 6

5.3 Cooperating with us 6

5.4 Cooperating with our Suppliers 7

5.5 Bringing your own products 7

5.6 Cancellation of a Supplier arrangement 7

6 CHARGES AND BILLING – AN OVERVIEW 7

6.1 What you'll need to pay 7

6.2 Where to find the charges 8

6.3 Your Billing Period 9
6.4 When you'll receive a bill 9
6.5 How your bills are delivered 9
6.6 Your bill due date 10
6.7 Paying your bill 10
6.8 Requesting bill information 10
6.9 Querying a bill 10
6.10 If you're unable to pay 11
6.11 Late payments 11
6.12 GST 11
7 CANCELLING, SUSPENDING OR RESTRICTING YOUR SERVICE 12
7.1 You can cancel your service 12
7.2 You can cancel your service earlier than your agreed term 12
7.3 You can cancel your bundle 12
7.4 You can transfer to another provider 13
7.5 We can cancel, suspend or restrict your service 13
7.6 What happens after your service is cancelled 14
7.7 Early termination fees 15
8 MAINTENANCE AND FAULTS 15
8.1 Notifying you about maintenance 15
8.2 Reporting and repairing faults 15
8.3 Cost of repairing faults 16
9 KNOW YOUR RIGHTS AND REMEDIES 16
9.1 Your Australian Consumer Law rights 16
9.2 Implied terms and warranties 16
10 WHO'S RESPONSIBLE? 17
10.1 When neither you nor we are liable 17
10.2 When you and we have limited liability 17
10.3 Claims against our Suppliers 17
11 THINGS CHANGE 17
11.1 Changes we can make without notifying you in advance 17
11.2 Changes we can make when, or before, notifying you 18
11.3 Changes we can make after notifying you 18
11.4 How we can notify you 18

11.5 Our fair contracting promises....18
12 WHEN THE UNEXPECTED HAPPENS....19
13 A WORD ABOUT PRIVACY....19
13.1 Privacy and data sharing....19
13.2 Access to communications....19
13.3 Identity verification....19
14 COMPLAINTS....20
14.1 How we'll handle your complaint....20
14.2 If we can't resolve your complaint to your satisfaction....20
15 GENERAL IMPORTANT DETAILS....20
15.1 Notices....20
15.2 Other important information....20
15.3 Other....22
16 OUR TERMS IN PLAIN ENGLISH....22
Schedule 1 – AGL nbn® Plans....25
Schedule 2 – AGL nbn® Plans and Fibre Upgrade....50
Schedule 3 – AGL Mobile Plans....52

Part 1 – Welcome to AGL Telecommunications

1 LET'S GET STARTED

1.1 Helping you stay more connected

These Customer Terms are here to help you decide whether our telecommunications products and services are right for you. You'll find useful details and key information about what we offer and the terms and conditions that apply. It's a good idea to read these terms carefully so you can make a well-informed decision.

It's also important you know that these Customer Terms don't set out all the details we're required to give you before you sign up to an Agreement. The rest of the details are set out in your order confirmation, the Critical Information Summary for your plan (if any), any Additional Terms and our Policies. If there are inconsistencies in these documents, the earlier one mentioned here applies, unless your Agreement says otherwise.

Some words in these Customer Terms have special meanings. We're making it easier for you to see these words by capitalising them. You can find their meanings in clause 16 of these Customer Terms.

These Customer Terms are issued by Southern Phone Company Limited (trading as AGL Telecommunications) ABN 42 100 901 184 and are current as at the date on the front page. They may change from time to time.

1.2 We're always here to help

Want to get in touch with us? Our team is happy to answer any questions and help you with more details you may need about our products and services. Visit agl.com.au or call us on 1300 001 035.

You can also appoint an Advocate, Authorised Representative or an Authorised Contact Person to contact us about your account with us. You may need to send us some documents before we speak with the person you've appointed.

Here's what an Advocate or Authorised Representative or Authorised Contact Person can and can't do:

(a) An **Advocate** can contact us on your behalf and discuss your Agreement with us, but they can't change the Agreement unless you're with them and provide your permission.

(b) An **Authorised Representative** can discuss your Agreement with us, make changes to your Agreement and act on your behalf as if they are you;

(c) An **Authorised Contact Person** can discuss your Agreement with us and make some changes to your Agreement including disconnecting a service or making changes to your existing product plans but they cannot :

(i) Add a new service, product or device to your account or connect a new service to a new address;

(ii) Add another Authorised Representative to your account;

(iii) Add additional security measures to your account; or

(iv) Declare bankruptcy.

2 WHAT WE OFFER

2.1 Our plans

We offer a range of plans to suit your needs and budget. Your Agreement sets out the details about your plan, including any special conditions that may apply, such as On-Peak or Off-Peak rates and Allowances.

2.2 Our bundles

(a) **Bundles and discounts**: we may supply a bundle of products and services to you for a total discounted charge. We may also supply products or services at a discount, subject to certain conditions (such as the purchase of a product or service from an AGL Group member). If you cancel a bundle (or part of a bundle) or no longer meet the conditions for a discount, you may be billed non-discounted charges for the remaining products or services. A separate Agreement applies to each bundle.

(b) **Bundled products**: we may supply products to you (such as a modem or mobile handset) bundled with our services. You may not have to pay the full purchase price of that product upfront, but certain conditions set out in your Agreement may apply to the bundled product.

Where a product is bundled with a service, it may be provided at no cost to you (where we pay the entire cost, subject to some conditions), on a subsidised basis (where we pay some of the cost and you pay the rest, either upfront or in instalments over a set period), or on a periodic basis (where you pay the cost in instalments over a set period). Your Agreement will include any specific conditions, including the terms of any device payment plan and what happens if you don't meet the conditions.

2.3 Our special promotions

We may offer special promotions on terms set out in your order confirmation and/or Critical Information Summary which will apply instead of any other terms (including these Customer Terms) to the extent of any inconsistency.

2.4 Our products – some rules to know

(a) **Risk and ownership**: if we supply a product to you, you assume risk in that product from the delivery date. We or our Suppliers will own the product until the minimum term ends

(for bundled products under clause 2.2(b)) or until full payment is made (for any other products). Where we or our Suppliers own the product, you hold it on our (or our Supplier's) behalf unless title has passed to you.

(b) **Delivery**: we'll take reasonable steps to deliver a product to you on the delivery date and at the address set out in your Agreement, during normal business hours in that area. If you'd like to change the date or location of delivery, just get in touch with us. Please note that whether we accept any change is at our reasonable discretion and may be subject to conditions or require payment of additional charges, which we will notify you of in advance.

(c) **Loss or damage**: you're responsible for a product owned by us or our Suppliers if the product is on your property, in your possession or under your control and you must take reasonable steps to ensure that the product is not lost, damaged or stolen. Any loss or damage to, or theft of, that product that is caused by a failure by you to take these reasonable steps is your responsibility, unless it is caused by us, our staff or our Suppliers.

(d) **Substituted products**: if a product is unavailable, we'll take reasonable steps to let you know and may provide you with a similar product of equal or greater value or will provide you with a refund. If a product isn't technically suitable for your needs, we'll take reasonable steps to let you know and may provide you with a similar product or a modified product of equal or greater value that is suitable or we'll provide you with a refund.

(e) **Cancelling your Agreement**: if you have a product that's paid for on a subsidised or periodic basis, and your Agreement is cancelled for a reason other than our fault, you will be charged for the unpaid balance of the product cost.

(f) **Loan or rental products**: if you're using our loan or rental products and your Agreement is cancelled for any reason (except our fault), those products must be returned to us within 10 calendar days. If not, we may take steps to recover them or you may be charged for the unpaid balance of the product cost.

(g) **Repairs**: if you have any concerns with products we've supplied to you, please get in touch with us. You may request additional services for your product, such as repairs. If we agree to those additional services, you'll be charged on a time and materials basis plus any additional charges from our Suppliers. Nothing in this clause affects your rights under the Australian Consumer Law – including the right to repairs or other remedies where applicable see clause 9.1.

(h) **Intellectual property**: we or our Suppliers retain all intellectual property rights in any software, manuals or user documentation provided with products.

(i) **Personal property security**: we or our Suppliers may register a security interest in the products we provide to you under your Agreement (as a 'purchase money security interest'), where permitted by law. If we ask you, you must promptly sign all documents that we reasonably require from you to ensure that our security interest is valid, enforceable and that it takes priority over other securities, to the extent permitted by law.

When we supply products to you, we may provide you with further details about the security interest and your rights under the applicable laws.

2.5 Installing and connecting you to our services

Subject to any extra requirements in a schedule, when we install or connect a product or service for you:

(a) we'll do so during normal business hours at the address specified in your order confirmation. We'll take reasonable steps to complete the installation or connection by the installation date set out in your order confirmation;

(b) you must ensure we have safe access to the property, and prepare the site for installation or connection in accordance with any requirements we provide to you, all at your expense; and

(c) you must notify any third parties and obtain all consents for us to enter onto your site to install or connect the product, as well as any permits or approvals (such as local council approvals) required to install or use the product or service.

If you're unable to meet the requirements at (b) and (c) above before the installation date, we may reschedule the installation to another date at our reasonable discretion and require you to comply with additional conditions and pay any necessary additional charges, which we will notify you of in advance.

3 YOUR GUIDE TO SIGNING UP

Ready to connect with us? Welcome aboard! Here's a handy guide on what you need to do to start using our services.

3.1 How to sign up

Signing up is easy. Simply apply on online at agl.com.au or call us on 1300 001 035 or get in touch with us in any other ways we make available. Please note that you have to be over the age of 18, and provide us with a valid email address which we may verify, in order to sign up with us.

We'll process your application and if we need more details from you or anyone else, we'll let you or them know. We may also conduct a credit assessment, including external credit checks, as set out in clause 4.

Once your application is accepted and the product or service is confirmed by us, we'll start providing you with the product or service you applied for. If a cooling-off period applies to your product or service, we will start providing the product or service to you after the cooling-off period has expired. Anything you do before we confirm your application, such as cancelling your existing service with another provider, is your responsibility.

3.2 What happens after you sign up

Your Agreement starts on the date we accept your application, which is the date that we confirm in writing that we'll provide the product or service to you (the **Agreement Date**).

3.3 Transferring from another provider

If you're transferring to us from another provider, it's definitely worth checking with that provider if there are any costs or restrictions on transferring.

You can authorise us to arrange the transfer of your service to us or you can cancel your existing service with your provider. You will remain responsible for any ongoing use or termination charges with your existing service provider.

4 THE INS AND OUTS OF CREDIT ASSESSMENT

As part of your application, we may need to do a credit check to work out if the plan you've chosen is a good fit and also to confirm that you're able to pay your bills on time. Here's a quick outline of what we may review or require:

4.1 How we credit assess

We may need to assess your ability to pay for our products or services by requiring you to provide information to help us assess your application. This may include an identity document (such as your Australian driver licence, Australian passport, Medicare Card or as otherwise requested by us), your personal information and your employment status. We may also need an external credit check. We collect, use and disclose your personal information as set out in clause 13.

Depending on the outcome of this assessment, and the value and nature of the services or products you have applied for, we may supply the services or products to you on the condition that you take certain steps, such as maintaining security or providing a guarantee.

4.2 If we need a credit report

At any time, including as part of a credit assessment, we or an AGL Group member may obtain a credit report about you from a third party credit reporting service, for the purposes set out in our privacy policy (including our credit reporting policy) and in clause 13.

5 YOUR RESPONSIBILITIES – A QUICK OUTLINE

5.1 General responsibilities

As our customer, you agree to comply with the requirements set out in these Customer Terms, the schedules and any other terms and conditions in your Agreement. In particular, you must not use the services:

(a) in breach of law;

(b) in breach of another person's rights or to infringe copyright;

(c) to create, transmit or communicate anything that may be considered defamatory, obscene, pornographic, discriminatory, offensive, in breach of confidence, illegal, or which may bring us, our Related Companies or any of our Suppliers into disrepute;

(d) to send, allow to be sent, or assist in the sending of spam, to use or distribute email harvesting software, or otherwise breach the Spam Act;

(e) in a way that is misleading or deceptive;

(f) in a way that results, or is likely to result, in damage to property or injury to any person;

(g) in any way that damages or interferes with our services to other customers, our Suppliers or any Facilities, or exposes us to liability; or

(h) to provide a carriage service as a carrier or carriage service provider (as defined in the Act).

You also agree that:

(i) you won't share, resell or resupply the services to another person for reward or payment; and.

(j) whenever you provide information to us, it must be true, complete and not misleading.

5.2 Complying with our Policies

You must comply with our Policies, such as our Acceptable Use Policy and any service-specific fair use policy in the schedules (each referred to as a **Use Policy**). We may update our Policies from time to time. We'll notify you of any updates in accordance with clause 11. Our fair contracting promises in clause 11.5 will apply to new or changed requirements where applicable.

You must ensure that anyone who uses your service does so in accordance with the terms and conditions of your Agreement, including applicable Use Policies. You're responsible for the use of your products and services by you or anyone else. We'll notify you of any updates in accordance with clause 11. Our fair contracting promises in clause 11.5 will apply to new or changed requirements where applicable.

5.3 Cooperating with us

You must always cooperate with us and comply with our reasonable directions:

(a) to enable us to provide the services, address any problems that arise, resolve any disputes or complaints and to meet our obligations to our Suppliers; and

(b) for safety, security or reliability of the services or Facilities, compliance with law or when dealing with an emergency.

When you interact with our staff, you agree to be respectful at all times. You must deal with our staff courteously and not harass, be rude or be misleading. If you breach this requirement, you may receive

a written warning. If you breach this requirement again, you'll be in material breach of your Agreement and we may suspend or restrict your service, or cancel your Agreement, in accordance with clause 7.5.

5.4 Cooperating with our Suppliers

To help provide you with our services and certain Facilities as part of the Network, we use third party service providers (**Suppliers**). To access and use those Facilities, we need to meet certain Supplier requirements.

As our customer, you must comply with any Supplier requirements (including Supplier requirements in the schedules or that we notify you about). If a Supplier requirement says that the Supplier can exercise a right or power in relation to the service provided to you, the Supplier may exercise its right or power directly, or we may do so on its behalf.

Supplier requirements may change during the term of your Agreement. We'll notify you of those changes in accordance with clause 11. Our fair contracting promises in clause 11.5 will apply to new or changed requirements where applicable.

5.5 Bringing your own products

You're welcome to Bring Your Own (**BYO**) products to use with our services. Before you do, you must ensure the products comply with law and any requirements and directions provided by us or our Suppliers and are used in accordance with technical standards and requirements.

We're not responsible for loss arising from your use of BYO products except to the extent caused by our breach of contract, breach of consumer guarantees under the Australian Consumer Law or our negligence or wilful misconduct.

5.6 Cancellation of a Supplier arrangement

If we can't provide a service to you because we've cancelled an arrangement with a Supplier, our Supplier may arrange to supply you with the service directly. In these circumstances, we may, acting reasonably, transfer our rights and obligations under your Agreement to that Supplier so it can continue to supply the service to you. If we do so, we'll notify you of this in accordance with clause 11. You agree that the rate plan and charges may be altered to the Supplier's nearest applicable rate plan and charges. Our fair contracting promises in clause 11.5 will apply to alteration of the rate plan or charges.

6 CHARGES AND BILLING – AN OVERVIEW

This overview includes details about what you need to pay for, your payment methods, and when your payment is due.

6.1 What you'll need to pay

(a) **Usage and charges**: you're responsible for all usage and charges for your service as set out in your Agreement (whether incurred by you or someone else using your service), including:

- charges to install, set up and/or use your service (including connection fees);
- charges for products or installation as set out in your Agreement or a separate quote we give you. We'll always take reasonable steps to notify you of additional charges that our Suppliers may charge you, or that may be required by our Suppliers. For example, if we find that installation may cost more than expected, you may need to pay additional charges before we install or connect your services;
- charges relating to billing, such as a $1.75 fee (inclusive of GST) to receive paper bills and a $10 late payment fee if you don't pay your bill by the due date;
- Device Charges under a device payment plan (if applicable);
- early termination charges (if applicable) – see clause 7.7;
- charges for third party products and services you've agreed to, such as mobile content; and
- charges for third party products or services which we on-charge to you (**Third Party Charges**), such as **nbn**® ancillary charges set out in Schedule 1. Charges will be considered to be Third Party Charges if they relate to the sale or supply of telecommunications products or services to you, are passed through to you, and we don't bill you for those costs or charges as a component of any other charges. Third Party Charges may include an administrative fee set by us, which we will notify you of in advance. See clause 11 which explains how Third Party Charges may change.

These charges may change from time to time in accordance with clause 11.5. Our fair contracting promises in clause 11.5 will apply to these changes.

Because you may be responsible for charges incurred due to someone else using your service, you should keep your account details secret. If charges are a result of our mistake, you won't be responsible for those charges.

(b) **Reimbursing us for charges**: upon request, you must reimburse us for reasonable costs or expenses we incur as a result of, or in connection with:

- a request or direction to provide information or evidence in relation to you or your use of the services from law enforcement, a court or other competent authority or a demand to do so from a legal practitioner; or
- any third party claims of actual or alleged illegal use of the services, or breach of a third party's rights, in relation to your use of the services.

6.2 Where to find the charges

You can find the charges in your order confirmation or Critical Information Summary. Charges may also be set out in the schedules, on our website, or be notified to you. Some charges for services supplied by our Suppliers (such as international calls or other Third Party Charges) may be varied by our Suppliers on little to no notice. In those cases, the Supplier's charge applies and we'll use reasonable

efforts to update any price lists as soon as practical. Our fair contracting promises in clause 11.5 will apply to these changes .

6.3 Your Billing Period

Unless your Agreement says otherwise, your Billing Period starts from the day that your service is activated and ends one day before the activation date in the following calendar month.

Example 1: a Billing Period *that starts on 1 January ends on 31 January.*

Example 2: a Billing Period *that starts on 15 January ends on 14 February.*

If the same calendar day does not exist in the following month (e.g activation on 30 or 31 January), the Billing Period ends on the last available day before that date in the following calendar month:

Example 1: a Billing Period *that starts on 30 January ends on 28 February (if a leap year) or 27 February (if not a leap year, since 29 February wouldn't exist).*

Example 2: a Billing Period *that starts on 31 January ends on 28 February (if a leap year) or 27 February (if not a leap year, since 30 February doesn't exist.)*

If you sign up for additional services, all services will have the same Billing Period. In the first month, we will bill you for the new service on a pro rata basis for the remainder of the Billing Period.

Example: if the Billing Period for existing services is 1 to 31 January and you add a new service on 15 January, you'll receive a bill for the first part month (15 January to 31 January) for the new service, and afterwards the Billing Period for all your services will be the same (1 February to 28 February etc).

6.4 When you'll receive a bill

Unless your Agreement says otherwise, you'll receive a bill at the start of each Billing Period. Your first bill will include the fees and charges for your plan in the first Billing Period and any other fees and charges that we're able to bill at the time. This may include your monthly plan fees for your device payment plan, Third Party Charges, and paper billing charges, if applicable.

Depending on your type of service or activity, you may be billed at a different time. For example, we may bill you for certain products or services either upfront or over a period of time.

While we always strive to ensure your bills are accurate, we may be unable to determine all the applicable charges by the time a bill is issued. If this occurs, we may need to provide you with a late bill or to bill you for charges from a previous Billing Period as permitted in the TCP Code.

6.5 How your bills are delivered

Your bills are sent by email, unless you request paper bills. You'll need to pay for non-standard bill information, or if you request a non-standard bill delivery method such as a paper bill. Paper bill charges are set out in clause 6.1 and your Agreement.

You'll receive a bill each Billing Period. We may issue bills using a billing agent (such as an AGL Group member). If so, payment to our billing agent is payment to us and failure to pay our billing agent is a failure to pay us.

6.6 Your bill due date

Except as set out below, your bills must be paid within 14 calendar days of being issued.

If you have a direct debit or credit card arrangement set up, we may charge your chosen payment method at the end of each Billing Period. We'll make sure you have access to sufficient billing information for a reasonable period of time before your payment method is charged.

If a bill becomes overdue, you must pay all undisputed charges immediately.

6.7 Paying your bill

If your Agreement specifies 'direct debit only', then you must pay for your service with direct debit. We may suspend your service if your direct debit arrangements are cancelled, or if you cause a reversal of direct debit charges, without our approval (subject to us notifying you in accordance with the TCP Code). If you reverse a transaction without our approval, you may need to pay our costs of reinstating the transaction where we consider it is reasonable in the circumstances for us to do so (subject to us notifying you in accordance with the TCP Code). We may provide separate direct debit terms that set out the conditions of use of the direct debit method.

You can pay using the payment methods we notify you about, which may include direct debit, credit card or other methods. If any payment is dishonoured, you may be charged a reasonable payment dishonour fee and we may recover from you any fees we've incurred as a result.

6.8 Requesting bill information

You may request access to some historical billing information as permitted under the TCP Code. You may also be permitted to request an itemised bill. You can make either of these requests by getting in touch with us.

For billing information older than 24 months from the date the charge was first incurred, you may be charged for us to provide that information.

For an itemised bill request, we require at least 14 calendar days' notice for charges billed within the last 12 months, 21 calendar days' notice for charges billed within 12 to 24 months and 28 calendar days' notice for charges that are older.

6.9 Querying a bill

If you have questions about charges on your bill, please get in touch with us. We'll review your bill in accordance with our complaints handling policy, available on our website here, however, you must pay any undisputed amounts.

We won't take credit management action in relation to a disputed amount that's the subject of an unresolved complaint if the complaint hasn't been resolved and is being investigated by us, the Telecommunications Industry Ombudsman or a third party that has the power to determine the outcome of a complaint. However, if you are notified that some or all of a disputed bill has been

determined as payable, you must pay that amount to us in accordance with the arrangement you have agreed with us.

You must not raise a billing dispute for an amount more than 12 months after the bill for that amount has been issued, and we won't be required to pay or issue credits for such amounts.

6.10 If you're unable to pay

We're here to help, so if you're unable to pay your bill for any reason, please tell us as soon as you can. You may be entitled to payment assistance, access to financial counselling, or other help with paying your bill. You can find our financial hardship policy on our website here or by getting in touch with us.

6.11 Late payments

If you don't pay on time, you'll be in breach of your Agreement. In addition to any other remedies we have, you may be charged a late payment fee and/or recover any collection fees or other expenses we incur.

If your payment is 60 calendar days or more overdue, or we consider that it is reasonable to do so, we may refer the collection of your overdue bill amount to a collections agency.

Any additional charges payable by you under this clause will only be to reimburse our reasonable costs.

6.12 GST

Unless expressly stated otherwise, all amounts payable in your Agreement are exclusive of GST.

If any amount is expressed to be inclusive of GST, the GST inclusive price assumes a GST rate of 10%. If the rate of GST changes, the GST inclusive price will be adjusted to reflect that change.

If GST is payable on a taxable supply made under or in connection with your Agreement, the party making the supply (**GST Supplier**) may recover from the recipient of the supply (**Recipient**) the amount of that GST (**GST Amount**) in addition to any consideration otherwise payable or provided for the supply.

The Recipient must make payment of the GST Amount to the GST Supplier at the same time and in the same manner as it provides the consideration for the relevant supply subject to the Recipient receiving a tax invoice from the GST Supplier on or before the due date for payment.

If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the GST Amount, the GST Supplier must issue an adjustment note to the Recipient, and:

(a) may recover from the Recipient, by giving 7 calendar days' written notice, the amount by which the GST on the supply exceeds the GST Amount; or

(b) must refund to the Recipient, within 7 calendar days of becoming aware of the adjustment event, the amount by which the GST Amount exceeds the amount of GST on the supply.

If a party is entitled to be reimbursed or indemnified under or in connection with this document for an amount, the amount reimbursed or indemnified is reduced by the amount of GST for which the party

has an entitlement to claim an input tax credit. It is to be assumed that there is an entitlement to a full input tax credit on an acquisition associated with the reimbursement or indemnity, unless the party to be reimbursed or indemnified demonstrates otherwise before the date the payment is to be made.

Terms defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning when used in this clause, provided that GST also includes any additional tax, penalty, fine, interest or other charge relating to GST.

7 CANCELLING, SUSPENDING OR RESTRICTING YOUR SERVICE

We understand that your needs may change from time to time, and that may mean our services won't suit you anymore. And while we'll do our best to work that out with you, if you do decide to cancel your service, this section sets out how you can do that and the obligations we each have when you cancel.

This section also sets out other details, such as suspending or restricting a service and early termination fees.

7.1 You can cancel your service

If you need to cancel your service, you can do so by simply getting in touch with us. Your Agreement will end within 5 business days of your cancellation request and, unless your Agreement says otherwise, you'll receive a refund for charges paid in advance for the remainder of your Billing Period on a pro-rata basis. See clause 6.3 for information about your Billing Period.

7.2 You can cancel your service earlier than your agreed term

If you're cancelling a service (or any bundled product or service) that is on a Fixed Term or other minimum term arrangement (such as a device payment plan, set out in the Additional Terms) before the end dates set out in your Agreement, and cancellation is for something other than our breach, you may be required to pay any or all of the following:

(a) early termination fees – see clause 7.7;

(b) remaining Device Charges;

(c) additional charges for product or installation services that were provided on a 'subsidised', 'periodic' or 'no upfront cost' basis – see clause 7.3;

(d) any usage or network access charges up to the cancellation date; and

(e) any other amounts specified in your Agreement.

7.3 You can cancel your bundle

You may have chosen our bundled products and services on a 'subsidised', 'periodic' or 'no upfront cost' basis for a minimum term.

If you choose to cancel the bundled product before your minimum term ends, unless otherwise agreed, you may be charged a pro-rata amount of the value of the product or services over the remainder of the minimum term. You won't need to pay for anything provided to you on a 'free' basis.

7.4 You can transfer to another provider

If you decide to transfer your service to another provider, any outstanding charges that apply before you cancel your services, as well as any early termination fees that may apply under your Agreement, must be paid.

7.5 We can cancel, suspend or restrict your service

(a) **Cancellation, suspension or restriction**: we can suspend or restrict a service, or cancel your Agreement, by notice to you (if practicable), if:

- you fail to pay us the correctly rendered charges for the service by the due date in accordance with clause 6.6 of these Customer Terms and you fail to make a payment within 14 calendar days after we send you a notice to do so;
- you're otherwise in material breach of your Agreement, we tell you about that breach and you don't fix it within a reasonable time requested by us (which won't be less than 30 calendar days);
- you die, we reasonably believe that you're a serious credit risk or we're unlikely to receive or retain payments from you for amounts payable under the Agreement;
- we reasonably believe that its necessary to do so:
    - to prevent you or someone else that uses your service from breaching or continuing to breach the Use Policies or other Policies;
    - because you've vacated the address to which a service is provided;
    - to facilitate maintenance of the Network or to protect the security or integrity of the Network;
    - to protect any person or property from a serious risk of death, personal injury or harm;
    - due to fraud, illegal conduct or attempted fraud or illegal conduct, by you or someone else using your service; or
    - to respond to an emergency or to assist emergency services;
- it becomes technically infeasible to continue providing the service;
- you are, or become, a carrier or a carriage service provider (as defined in the Act); or
- we're required to do so due to a requirement in our agreement with a Supplier, by law or order of a court or other competent authority.

(b) **Reconnection charge**: unless it's a result of our mistake or caused by a situation that is completely out of your control, we may charge a reconnection charge for re-instatement of a service that has been suspended, restricted or terminated.

(c) **Notice**: we won't disconnect, suspend or restrict a service under this Agreement for credit or debt management reasons without informing you first, except where we reasonably assess that an unacceptably high credit risk exists, we reasonably suspect fraud or attempted fraud or the service has reached a point, nominated by you, at which service will be restricted.

In all other circumstances, we'll take reasonable steps to give you at least 5 business days' notice (if possible) before disconnecting, suspending or restricting your services, and we'll provide all other notices and take all other precautions required by the TCP Code before disconnecting, restricting or suspending your service.

(d) **Reduction in charges**: you'll be entitled to a pro rata reduction in charges for the provision of a service if we suspend or restrict the service and the suspension or restriction doesn't arise from your fault or material breach of the Agreement. If the suspension or restriction does arise from your fault or material breach of the Agreement, you must continue paying the full charges until your service is disconnected, such as until the end of the current Billing Period or until the End Date if the Agreement is cancelled.

(e) **When we decide to exit a product or service**: we can cancel your Agreement or part of it, by giving you as much notice as we reasonably can, if we decide to exit the product or cease providing the service that we provide to you under your Agreement for technical, commercial or operational reasons, for example where a legacy product or service is replaced by newer technologies or has become unreliable or difficult to maintain.

7.6 What happens after your service is cancelled

From the date your Agreement ends under clause 7.1 or 7.5 (the **End Date**), our obligations to you under your Agreement will end (except any obligations that survive the End Date) and you will no longer receive services under your Agreement. Also:

(a) we may provide you a bill for any services and any other amount which we're entitled to (including early termination fees) that we have not yet invoiced;

(b) if your normal payment method is by direct debit or credit card, you authorise us to recover any undisputed outstanding amounts (including early termination fees) from that payment method;

(c) if your Agreement with us requires you to return any product owned by us or our Suppliers, you must promptly return the products (if you don't, we may charge you a reasonable amount for that product, which we will notify in advance); or

(d) if your Agreement with us requires you to pay the remaining charges on the product owned by us or our Suppliers (and to keep the product), you must pay out the remaining Device

Charge on your device payment plan in your next bill. The remaining Device Charge is not an early termination fee and it will not be waived when you exercise your right to cancel this Agreement under clause 11.5 in response to a change that has a detrimental effect on you; and

(e) no other agreement between us is affected, unless we cancel that agreement.

The cancellation or expiry of your Agreement doesn't affect any right of action (whether ours or yours) that has arisen before the End Date and doesn't affect any limits of liability or indemnities set out in these Customer Terms.

7.7 Early termination fees

If your Agreement ends before the expiry of a minimum period for a particular service (such as where you leave a Fixed Term plan early), and unless these Customer Terms otherwise specify (such as under clause 11.5), you'll need to pay an early termination fee unless:

(a) you have terminated your Agreement because of our breach; or

(b) we have made a change to this Agreement under clause 11 which has a detrimental impact on you, and you are exercising your right to cancel this Agreement under clause 11.5 in response to this change.

The early termination fees will be calculated from the date your Agreement ends – see clause 7.1. Early termination fees are usually set out in your order confirmation, the Critical Information Summary, or these Customer Terms.

If you purchase a device or a modem from us under our device payment plan, and cancel your device payment plan before the end of the plan, you will need to pay out the remaining Device Charges that you owe on the device. Please note that Device Charges are not an early termination fee and it will not be waived when you exercise your right to cancel this Agreement under clause 11.5 in response to a change that has a detrimental effect on you.

8 MAINTENANCE AND FAULTS

We want to make sure you enjoy a great experience with us. Here's some information on how we'll take care of upkeep and resolve service issues to help you stay connected.

8.1 Notifying you about maintenance

We'll take reasonable steps to notify you before we or our Suppliers need to maintain the Network or specific Facilities in ways that may interfere with your use of the service.

8.2 Reporting and repairing faults

If you experience a fault with your service, please get in touch with us. Before reporting a fault, you should take steps to ensure that the fault isn't being caused by your device or something else that's

outside the Network, such as a private network (e.g. your home Wi-Fi). You should not report a fault directly to our Suppliers unless we ask you to.

We'll take reasonable steps to repair faults in our Network within a reasonable time. If the fault relates to our Supplier's Facilities, we'll take reasonable steps to have our Supplier repair the fault within a reasonable time. If a fault arises from your product, you'll be responsible for maintaining or repairing the product (except where you have warranty or Australian Consumer Law rights in relation to products supplied by us).

8.3 Cost of repairing faults

If you cause a fault or damage to the Network or specific Facilities, you may be charged the reasonable costs of repair. Also, if the fault you report turns out to be false, or is caused by your product or you should reasonably know the fault is unrelated to us or our Suppliers, you may be charged for the reasonable costs of responding to your report, including any amounts charged by a Supplier as a result of your report.

9 KNOW YOUR RIGHTS AND REMEDIES

9.1 Your Australian Consumer Law rights

You have important rights under the Australian Consumer Law that can't be limited, excluded, restricted or modified . Nothing in your Agreement limits, excludes, restricts or modifies those rights in any way. Full details of these rights and the consumer guarantees are available from the Australian Competition and Consumer Commission at accc.gov.au or from a local consumer protection agency. If we supply you with products or services under an Agreement, and you're told they come with a "manufacturer's warranty" or "product assurance" or similar, those rights are in addition to, and not instead of, your rights under the Australian Consumer Law.

9.2 Implied terms and warranties

To the extent permitted by law, and subject to the Australian Consumer Law, we give no condition, warranty or undertaking and we make no representation to you about the condition or suitability of any product or service provided under an Agreement, its quality, fitness or safety, other than those set out in the Agreement. We don't warrant or represent the performance, accuracy, reliability or continued availability of the services, any products or Facilities or that the services, products or Facilities will operate free from faults, errors or interruptions.

To the extent permitted by law, including the Australian Consumer Law, our liability for breach of implied conditions, warranties or undertakings is (at our option) limited to:

(a) providing equivalent products or services to those provided under your Agreement; or

(b) paying you the cost of replacing the products or services, or acquiring equivalent products or services, provided under your Agreement.

10 WHO'S RESPONSIBLE?

10.1 When neither you nor we are liable

You aren't liable to us, and we aren't liable to you, for any indirect or consequential loss, or any economic loss, business interruption, loss of revenue, profits, anticipated savings, actual or potential business opportunities or contracts or loss of data, or for any obligation to indemnify another person or any obligation to contribute to the compensation of loss or damage suffered by another person except where the obligation to indemnify or contribute is set out in these Customer Terms.

10.2 When you and we have limited liability

Your liability to us, and our liability to you, for any loss is limited to $1,000 in aggregate for the term of the Agreement, except for the following matters:

(a) a party's liability for personal injury or death caused by that party's negligence;

(b) a party's liability for fraud, criminal act or wilful misconduct;

(c) your liability to pay the charges and any expenses under your Agreement;

(d) your liability to compensate us for any damage to products owned by us or a Supplier under clause 2.4(c);

(e) your liability to reimburse our costs and expenses under clause 6.1; and

(f) your right to claim for losses under the Australian Consumer Law – see clauses 9.1 .

10.3 Claims against our Suppliers

Our Suppliers may require us to exclude your liability for a claim against them. Subject to your rights under the Australian Consumer Law, in those circumstances you acknowledge that you won't have a claim against our Suppliers about their supply of a service to you, and you agree that you won't make such a claim. This clause doesn't limit our liability to you for those services.

11 THINGS CHANGE

11.1 Changes we can make without notifying you in advance

We may change your Agreement with immediate effect by updating these Customer Terms or the relevant Policy or other document, at agl.com.au, if we reasonably consider the change is likely to benefit you or have a neutral effect on you. We may also notify you of the change in view of the nature of the change and any other matters we consider relevant.

Examples of changes that we reasonably consider benefit you: adding new services at no cost to you, lowering charges, giving you extra rights, or increasing our obligations.

Examples of changes that we reasonably consider have a neutral effect on you: changing the name of a service, changing our contact details or correcting typographical errors, in a way that doesn't affect your product or service detrimentally.

11.2 Changes we can make when, or before, notifying you

We may change your Agreement with immediate effect:

(a) if you've agreed to that change;

(b) to accommodate a change in law or where required by law or a regulator;

(c) to reflect a change in Third Party Charges, where varied from time to time by those third parties, which have a neutral or beneficial effect on you;

(d) due to security or technical reasons, which have a neutral or beneficial effect on you; or

(e) to prevent fraud.

If we reasonably consider the change is unlikely to benefit you or have a neutral effect on you, we'll notify you at the same time as the change, or as soon as reasonably possible afterwards in view of the nature of the change and any other matters we consider relevant.

11.3 Changes we can make after notifying you

We may change your Agreement in ways that don't fall within clauses 11.1 or 11.2, and we'll give you reasonable notice beforehand in view of the nature of the change and any other matters we consider relevant. This includes making a change that's required by our Supplier, whether under contract or by law, or a change made in connection with a Supplier's service that we resupply to you.

11.4 How we can notify you

We may notify you about changes to your Agreement in any way we consider reasonable, such as bill message, bill insert, direct mail, email, SMS/MMS, My Account, the AGL app or telephone. We may use these ways to direct you to further information about the changes, such as on our website at agl.com.au.

11.5 Our fair contracting promises

For changes we're required to notify you about under clauses 11.2 or 11.3, you may cancel your Agreement by notifying us during the 30 calendar day period after we notify you of the change, and if you do so:

(a) the change is of no effect and doesn't form part of your Agreement, unless required by law;

(b) your Agreement will end within 5 business days of your cancellation request and you'll receive a refund for charges paid in advance for the remainder of your Billing Period on a pro-rata basis; and

(c) except as noted below, we'll waive any applicable early termination fee under clause 7.7.

However, you may be required to pay usage or network access charges up to the date that your Agreement ends, outstanding amounts for any services or any products (subject to clause 2.4(f)) and, where the change arises from clause 11.3, any early termination fee that we are entitled to charge in

accordance with clause 7.7 or other charge that we incur for cancelling a resupply service with our Supplier that are specified in your Agreement.

12 WHEN THE UNEXPECTED HAPPENS

If an event occurs that's outside our or your reasonable control (an **Unexpected Event**), and it prevents you or us from complying with obligations under your Agreement, those obligations will be suspended for the duration of the Unexpected Event (other than any obligation to pay money). If a party is affected by the Unexpected Event, they must use best endeavours to promptly notify the other party about the Unexpected Event and minimise, overcome or remove the Unexpected Event as quickly as practicable (however, this won't require either party to settle any industrial dispute).

13 A WORD ABOUT PRIVACY

Your privacy is important to us. How we handle and protect your personal information and credit related information can be found in our privacy policy. Here's a quick look at what you need to know and agree to as our customer.

13.1 Privacy and data sharing

We collect, use and disclose your personal information and credit related information in accordance with our privacy policy (including credit reporting policy) which is available here or on request.

As our customer, you acknowledge and agree that we may provide our Related Companies with data about you or your service for various purposes as set out in our privacy policy or permitted by law. We may also provide data about you or your service to Related Companies to assist with complying with our obligations at law, to assist with complaints or disputes, or in relation to any obligations you or we have under your Agreement.

13.2 Access to communications

If you receive carriage services (as defined in the Act) from us, you acknowledge that we or a Supplier may:

(a) intercept communications over or using the service where required by law or at the request of an authorised government agency; or

(b) monitor usage of the services and communications sent over the service for billing, network monitoring or management purposes, or where required by law or at the request of an authorised government agency.

13.3 Identity verification

We may need to ask you to provide identity verification information or complete identity verification activities in certain dealings with us, so that we can help protect you and vulnerable customers and ensure there is no unauthorised access to your personal information, business information or your

service. We will deal with information you provide to us in accordance with our privacy policy. If you are unable to meet the identity verification requirements, we may not be able to fulfil your request.

14 COMPLAINTS

We're here to give you great value, service and support. Sometimes, despite our best efforts, we may not get it right every time. But we're here to help, listen to you and fix what we can.

14.1 How we'll handle your complaint

We're here to help. If you're not happy with a product or service, please get in touch with us first about your complaint or if you need assistance. We handle complaints in accordance with our complaints handling policy, available here or on request.

We don't charge you to make a complaint, but there may be a cost recovery charge for providing access to certain information.

14.2 If we can't resolve your complaint to your satisfaction

You may also complain to the Telecommunications Industry Ombudsman at tio.com.au/contact-us.

15 GENERAL IMPORTANT DETAILS

15.1 Notices

Except where a particular method of communication is required in your Agreement or applicable law, any communication between us and you under your Agreement may be in person, in writing, by telephone or by electronic means (including email, SMS/MMS to an agreed number or an AGL mobile application message to an agreed account).

If your Agreement requires notice in writing, you and we may agree that written notice is not required, unless it is required by law. If communication is required to be in writing (under this Agreement or applicable law), it may be made by mail or electronic means.

Any communication may be made by electronic means unless you request us to send communications to a postal address or we determine that electronic means isn't possible.

Any written communication by a party is deemed to have been received:

(a) if sent by mail, two business days after the date of sending; or

(b) if sent by electronic means, on the earlier of receipt of delivery transmission or the day of transmission (unless notified that the delivery was unsuccessful or delayed).

15.2 Other important information

(a) **Business days** – a business day is any day that isn't a Saturday, Sunday or public holiday in the State or Territory where you live. Unless the context requires otherwise, if you or we

are required to do something on a date that isn't a business day: (i) any payment due on a date that isn't a business day must be paid on or by the next business day; and (ii) in any other case, the thing must be done on or by the previous business day.

(b) **Document errors** – where an error or misprint appears in a document (which is not an advertisement) that we provide to you in connection with your Agreement, we may re-issue the document or notify you of the error or misprint. You won't be entitled to a reduction or variation of the charges, and alternatively you also won't be charged more, as a result of an error or misprint. Our fair contracting promises in clause 11.5 will apply where applicable.

(c) **Commission** – we may pay a commission to any agent, employee, contractor or dealer in connection with the acquisition of services and your Agreement.

(d) **Delays** – subject to the Australian Consumer law, where we have exercised reasonable care and due diligence, we won't be responsible for any delay in the provision of a service, and you aren't permitted to cancel or amend a service due to delay unless we agree otherwise.

(e) **Governing law** – your Agreement is governed by the laws of your State or Territory of residence. You and we submit to the exclusive jurisdiction of the courts in that State or Territory.

(f) **Transfer of your Agreement** – we may transfer or novate our rights and obligations under your Agreement to a third party at any time without your consent. If you consider (acting reasonably) that the transfer or novation will cause detriment to you, you may cancel your Agreement by notifying us and we will waive any applicable termination fee under clause 7.7. Unless we otherwise agree, you can't transfer or novate your rights and obligations under your Agreement to any third party without our consent. See clause 5.5 for details about continued services by our Suppliers.

(g) **Clauses that continue to apply** – clauses 2.2, 2.4(a), (c), (f), (h), and (i), 6.1(b), 6.4, 6.11, 6.12, 7, 9, 8.3, 9, 0, 13, 0 15 and 16 of these Customer Terms (Part 1) will survive termination or expiry.

(h) **Entire agreement** – the documents forming the Agreement contains the entire agreement between the parties about its subject matter.

(i) **Waiver** – except as otherwise provided in the Agreement, a right created under the Agreement may only be waived in writing signed by the party granting the waiver.

(j) **Brand notices** – **nbn**®, nbn co and other **nbn** logos and brands are trade marks of nbn co limited and used under licence. The AGL logo is a trade mark of AGL Energy Limited and used under licence.

15.3 Other

In our Customer Terms:

(a) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(b) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(c) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;

(d) if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning; and

(e) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

16 OUR TERMS IN PLAIN ENGLISH

To help clarify specific terms or words you've read in these Customer Terms, we're explaining them clearly and simply right here, so you know exactly what they mean.

The following words have the meaning set out below.

Acceptable Use Policy	Means the acceptable use policy available here (as updated from time to time).
Additional Terms	Means any additional terms and conditions available at www.agl.com.au/terms-conditions (as updated from time to time) and applicable to the products or services you are purchasing. Our fair contracting promises in clause 11.5 will apply to any new or changed requirements where applicable.
Act	*Telecommunications Act 1997* (Cth).
Advocate	Has the meaning given in the TCP Code.
AGL Group	AGL Energy Limited and its Related Companies (including us).
Agreement	The agreement (as varied from time to time) you make with us when you accept the terms of the Agreement. It consists of these Customer Terms, Critical Information Summary, order confirmation and our Policies.

Agreement Date	Has the meaning given in clause 3.2.
Allowance	A limited volume of services to use during a period of time as set out in your Agreement. *Example: an internet plan with a monthly data allowance of 500 GB.* Unused Allowances can't be redeemed for cash, and they don't carry forward unless your Agreement says otherwise. If you exceed your Allowance, additional charges may apply or your service may be restricted as set out in your Agreement.
Australian Consumer Law	As set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
Authorised Representative	Has the meaning given in the TCP Code.
Authorised Contact Person	Is a person you have authorised to make limited changes to your account as set out in clause 1.2(c)
Billing Period	Has the meaning given in clause 6.3.
BYO	Bring your own.
Customer Terms	This document (Welcome to AGL Telecommunications) and the applicable schedules for your plan.
Device Charges	Full cost of any device purchased from us, including phones or modems.
End Date	Has the meaning given in clause 7.6.
Facility	The networks, software and infrastructure used to provide the service. Facilities may be owned or operated by us or our Suppliers.
Fixed Term	A fixed period of time with a minimum period as set out in your Agreement. An early termination fee may apply if you cancel a Fixed Term service before the minimum period ends – see clause 7.7. To be clear, a Fixed Term plan isn't a Month-to-Month plan. Once the minimum period of a Fixed Term plan ends, the Fixed Term plan rolls over into a Month-to-Month plan.
GST Supplier	Has the meaning given in clause 6.12.
Month-to-Month	A service that's acquired on a month by month basis and no early termination fee applies if you cancel the service. For clarity, a Month-to-Month plan isn't a

	Fixed Term plan. You can choose to end a Month-to-Month plan – see clause 7.1.
Network	The collection of Facilities used to provide the services.
Off-Peak	Days or times where different charges or other special terms apply as set out in your Agreement.
On-Peak	Days or times where different charges or other special terms apply as set out in your Agreement.
Policy	The policies available at www.agl.com.au/terms-conditions (as updated from time to time). Our fair contracting promises in clause 11.5 will apply to any new or changed requirements where applicable.
Regulatory Requirements	Means any Commonwealth, State or Territory or local regulation, including any laws, regulations and regulatory and administrative documents, orders, licence conditions, codes, guidelines or standards that are applicable to the supply of the products and services provided under this Agreement from time to time.
Related Company	Has the same meaning as "related body corporate" (as defined in the *Corporations Act 2001* (Cth)).
Spam Act	*Spam Act 2003* (Cth).
Supplier	Has the meaning given in clause 5.4.
TCP Code	*Telecommunications Consumer Protection Code* (C628:2019) as amended from time to time.
Third Party Charges	Has the meaning given in clause 6.1(a).
Unexpected Event	Has the meaning given in clause 12.
Use Policy	Has the meaning given in clause 5.2.

Part 2 – Specific matters about our products and services

Schedule 1 – AGL **nbn**® Plans

Section 1 – Service description

1 A QUICK OVERVIEW

This schedule set outs details about our nbn plans, which consist of:

(a) internet services (nbn plan) (**internet services**); and

(b) optional services to add-on to our internet services (**optional services**).

When we refer to "**nbn plan**" in this schedule, we mean the internet services and any optional services you choose (unless the context indicates otherwise).

2 ABOUT OUR NBN PLANS

2.1 An outline of our nbn plans

Our nbn plans offer the features below. Optional features are noted below. For further details about the specific nbn plan you've chosen, take a look at your order confirmation and Critical Information Summary.

Our nbn plans include the following:

Item	Features
Internet	A broadband internet service, provided to you over the nbn network, which is operated, and provided to us, by nbn co. These services allow you to connect to the internet and send and receive data. Services using the nbn network are provided using different technologies and are only available in areas where one of the nbn network technologies is available.

You may also take up these optional services if offered with an eligible nbn plan:

Item	Features
Home phone	A home phone service, provided to you over Voice over Internet Protocol (**VoIP**) using an eligible internet service.
	Home phone is only available as an optional service as part of your eligible internet service. We don't offer standalone home phone service.
	If the Home Phone service is under your name, please note you have the right to: (i) use the number; (ii) make or receive a call/SMS, and; (iii) port the number, where the number is portable and active.

2.2 What's unique about our nbn plans

Be mindful of the following limitations to our nbn plans:

Item	Description
Priority assistance	We don't offer priority assistance. If anyone at your place has a life threatening medical condition, our nbn plan may not be suitable. Please contact another provider, such as Telstra, if you need priority assistance.
Power failures	Our nbn plan won't work during power failures. If the power fails, you'll need to use a mobile phone to make or receive calls, including calling emergency service numbers (eg 000). For FTTP connections, you may have the option to install a battery back-up power supply unit which will provide emergency power for up to 5 hours. A battery backup unit won't power any cordless phones or phones that require external power. You'll be responsible for replacing the batteries in the battery backup unit.

Item	Description
Medical and security alarms	If you have a medical or security alarm (or other special device such as an elevator emergency phone, fire indicator panel, or EFTPOS machine), it's really important you check its compatibility with an nbn service before signing up. Chat to your medical or security alarm service provider to find out. If your service is incompatible, they'll be able to take you through your options.

If you choose an optional service, the following may also apply:

Optional service: home phone service

Item	Description
Customer service guarantee	In order to use the home phone service, we'll need you to waive your rights under the Telecommunications (Customer Service Guarantee) Standard 2011. When you sign up, we'll provide you with information about the Customer Service Guarantee and what you need to do.

Section 2 – Fees and charges

3 NBN PLAN CHARGES

3.1 Internet services

The charges that apply to internet services on our nbn plans include:

Type of charge	Charge (inc GST)
nbn plan charge	See your order confirmation and Critical Information Summary.
Early termination fee (if applicable)	See your order confirmation and Critical Information Summary.

Type of charge	Charge (inc GST)
Modem fee (if applicable)	See your order confirmation and Critical Information Summary.

3.1. Optional services: home phone services

The charges that apply if you choose a home phone service with our nbn plans include:

Type of charge	Charge (inc GST)
Home phone monthly charge	See your order confirmation and Critical Information Summary.
Calls to special numbers	You'll need to pay for some types of calls, such as: • calls to 13 and 1300 numbers: 40¢ per call • calls to 1223 (directory assistance): 65¢ per call • satellite numbers: call rates and connection fees are available at Attachment B to this schedule. Some types of calls can't be made from your home phone service, such as premium numbers (e.g. 19xx), Sensis Information Phone Service (1234) and Telstra Call Connect (12456).
International calls	Call rates and connection fees are available at Attachment A to this schedule.
Transfer out	$8.00 Applicable to customers who wish to port out their number to a new provider.

4 THIRD PARTY CHARGES

You may also need to pay Third Party Charges which we pass on to you, such as those listed below, plus some charges that arise in specific circumstances, which we will notify you in advance. These charges include nbn ancillary charges. Get in touch with us for more details about Third Party Charges.

Type of charge	Description	Charge (inc GST)
New Developments Charge	See your Critical Information Summary. nbn co charges this fee to us and we on-charge it to you.	$300
Incorrect call out fee	See your Critical Information Summary.	$220
Late cancellation fee	Applies when you cancel an appointment for a technician to attend your property less than 24 hours before the scheduled appointment start time.	$82.50 (or $165 if the appointment is outside normal business hours)
Missed appointment fee	Applies when a technician attends your property for a scheduled appointment, and no one is there to let the technician in.	See our Help & Support page.
Restoration fee	Applies if we restore your nbn service after suspension.	$55

5 CHANGING YOUR NBN PLAN

You can make certain changes to your plan, such as change to another nbn speed tier, or add or remove an optional service (such as a home phone service). Your order confirmation and Critical Information Summary set out any additional charges and terms and conditions that apply.

Fees may also apply if you change other aspects of your nbn plan. Such changes may be subject to our agreement or other conditions, so get in touch with us for details.

Section 3 – Service-specific terms

6 CONNECTING YOUR NBN PLAN – GENERAL

6.1 Providing information to our Suppliers

You consent to us sharing information about you with our Suppliers (including nbn co), so they can help supply services to you and manage their contract with us. This may include your full name, billing address, street address and details of the services. We'll only share information about you with our Suppliers in accordance with our privacy policy and in other circumstances where the law allows it.

6.2 Installation, cabling and products for optional services

Unless we tell you otherwise, we won't provide any installation, cabling or other products for any optional services. If we do, we will let you know of any charges that may apply beforehand.

7 CONNECTING YOUR NBN PLAN

7.1 nbn technologies

We can only supply you with internet services if your property is serviced by the nbn network by one of the supported technologies listed in the table below. When you contact us, we can check if you have been connected to the nbn network and whether you are eligible.

Item	Supported technology
FTTP, FTTB, FTTN, FTTC, HFC, Fixed Wireless	FTTP, FTTB, FTTN, FTTC, HFC and Fixed Wireless technologies provided as part of the nbn network are supported. See clause 17 of this schedule for the meaning of these terms.

Other technologies, including Satellite (also known as Sky Muster® satellite) are not supported.

More information about these different technologies can be found on our website here or the nbn co website here.

Once you've signed up for internet services using the nbn network, you may not be able to sign up to other fixed-line internet services at your property that don't use the nbn network.

7.2 Installing nbn products

If your property isn't already connected to the nbn network, we'll ask nbn co to establish your nbn network connection and install nbn products. nbn co is an independent company, responsible for the nbn network and installing all nbn products at your property.

7.3 Installation appointments

If nbn co needs to come to your property to install nbn products, nbn co may offer you a choice of appointment times. We don't manage their schedule (including any cancelling or rescheduling of appointments).

If you have scheduled an appointment with nbn co and nbn co tells us that they've rescheduled or cancelled the appointment, we'll give you as much warning as we reasonably can. If you need to reschedule your appointment, you must let us know at least 1 business day before your scheduled appointment. If you don't, you may be charged a late cancellation fee or missed appointment fee – see 'Section 2 – Fees and charges'.

Subject to your Australian Consumer Law rights, we can't promise that nbn co will keep its appointments and we're not responsible for any loss or inconvenience you may suffer if it does not.

7.4 Installing and using the nbn connection box

To connect to the nbn network, you'll usually need an nbn connection box (sometimes called a 'Network Termination Device' (NTD) or 'Network Connection Device' (NCD), depending on your connection type). The nbn connection box remains the property of nbn co and should not be removed from the house or premises.

When installing the nbn connection box, nbn co will determine its preferred position. You can ask nbn co to install the connection box in a different location. This is subject to nbn co's approval and may result additional costs for a 'non-standard installation'. Once the nbn connection box is installed, you must not relocate or remove it from the property.

You must ensure that mains power is available and an unobstructed double power point is located within 3 metres of the nbn connection box.

7.5 Obtaining other people's consent

If you're not already connected to the nbn network, you may need to obtain the consent of certain people so that nbn co can install nbn products at your property. This may include the owner of your property (which may be you or your landlord), your building manager or body corporate (if applicable) and anyone else who is the account holder for an existing third party fixed-line internet service at your property. See clause 5.4 of the Customer Terms (Part 1) for details.

If you find out that anyone has withdrawn their consent to the installation of nbn products at your property, you must let us know immediately.

7.6 Your cooperation

You must cooperate with us, nbn co and nbn co's installer and provide reasonable assistance to help connect your property to the nbn network. If we ask, you must ensure that an adult is available to provide access to your property, so that nbn co or its installer can perform work:

(a) to enable the internet service to be supplied you; and

(b) on or in relation to the nbn network, nbn products, our network, or, where lawful, a third party's network.

7.7 Non-standard installations and subsequent installations

At the time of installation, nbn co will assess whether the installation at your property is a standard installation, a non-standard installation, or a subsequent installation. A non-standard installation or a subsequent installation may incur additional costs.

Before starting a non-standard installation or subsequent installation, nbn co will provide you with a quote for any additional costs and only perform the installation if you agree to pay those costs. We'll bill you for the additional costs.

7.8 Works you arrange

You're responsible for all cabling, products and third party services that you arrange (including anything on your side of the nbn network boundary). If you engage anyone to carry out works associated with the services provided by us, you must ensure that they comply with all laws and hold all necessary registrations and certifications.

8 CONNECTING YOUR HOME PHONE

8.1 Home phone service

Our home phone service is an optional service, which we offer as an addition to eligible internet services under our nbn plans. The home phone service will allow you to make and receive phone calls using your internet connection. It's offered using VoIP technology and is only available with eligible internet services. Unfortunately, a Fixed Wireless service is not an eligible internet service for the home phone service. We'll tell you more about eligible internet services on request.

You can have one home phone service for each eligible internet service you purchase from us. In order to receive the home phone service, you must keep your eligible internet service active with us, so that you are able to make and receive calls.

8.2 Use of AGL modem

The home phone service is only offered with compatible modems supplied by us. To ensure that the home phone service operates correctly, we don't offer a home phone service with BYO modem.

8.3 Use of handset

We don't provide a handset for your use of the home phone service. You'll need to purchase your own handset, and ensure that it's compatible with the home phone service we provide. For details about the requirements for handsets, see here.

8.4 Connecting your service

We can provide you with a local phone number when you activate your home phone service. If we do, clause 13.2 applies in addition to this clause 8.4.

We can also arrange for you to continue using your existing local number (if any) after you sign up with us, so long as the number is still active. Simply ask us to transfer (or 'port') the number to us when you sign up. The following will apply:

(a) first, we'll need to verify that you have authority to port the number to us. Your existing service may be interrupted while we undertake this verification;

(b) your existing provider may charge early termination fees to cancel your existing service. Any services not being ported to us will stay with your existing provider;

(c) until we tell you that the porting is completed, your existing provider will be responsible for your existing service and you should contact them to discuss the service or any service faults;

(d) we'll let you know when the porting is completed;

(e) we may need to disclose your personal information to other service providers, network providers and financial institutions for call routing, complaint handling, fraud prevention and investigations, or fault management. If we do, we'll do so in accordance with our privacy policy;

(f) if you have a complaint or inquiry about the transfer, or would like to check on progress, please get in touch with us;

(g) if you're changing address on the same day that your existing number is being transferred, we may not be able to reverse your transfer request; and

(h) if you're located outside of the geographic area that your number was allocated, incoming calls to your number may be charged as if you're within the geographic area that your number was allocated. If you change to a new service provider, you may not be able to keep your out-of-area number.

If we're unable to verify your identity or complete the porting process, we'll get in touch with you to discuss your options.

9 ADDITIONAL THINGS TO KNOW – NBN PLAN

9.1 Back-up battery for FTTP connections

If you have a FTTP connection, you can also install (at your cost) a backup battery for the nbn connection box. If the power goes down, the backup battery will, for a limited time, supply power to the UNI-D (data) port of the nbn connection box. The back-up battery will provide power to the nbn connection box but no other devices such as modems and cordless phones.

9.2 Extra consents for FTTB and FTTC installations

If you order a FTTB connection and your building (eg the apartment block your property is in) isn't FTTB-ready, nbn co will require access to your building (including its telecommunications infrastructure) to make the building FTTB-ready. You must arrange that access with your building manager.

If you order a FTTC connection where your property has a 'main distribution frame', you must ensure that nbn co has all necessary consents to use any in-premises or in-building wiring, cabling or products (including common property) at your property to supply the services. You must tell us immediately if the consent is withdrawn.

9.3 Services using existing copper wiring

Some technologies for the nbn network make use of the copper wiring that's already connected to or within your property. These connections require you to install a compatible VDSL2 modem inside your property.

As part of the set-up of the internet services, nbn co will disconnect that wiring from the existing telephone network and connect it to the nbn network. As a result, you'll no longer be able to use any third party service that was supplied over that wiring (such as a fax or telephone). There will also be a period when your previous third party services are disconnected but the internet services aren't yet available. In this case, nbn co will notify your existing provider when disconnection has occurred.

9.4 Services using HFC technology (pay TV and third party internet)

Some technologies for the nbn network make use of the HFC connection that is already connected to your property. This is also known as cable, and may have been installed as part of previous pay TV or other third party internet services at your property.

As part of the set-up of the internet services, nbn co will install and activate its own products. It will also install an HFC radio frequency (RF) splitter so your existing third party services will work after the installation. However, there will be a period when your existing HFC third party service (such as internet or pay TV) won't be available. If you don't require your existing third party services after the installation of the internet services, you must arrange to cancel them.

9.5 Disruption to nbn FTTC connection

If you have a FTTC connection, the internet service may be temporarily interrupted if nbn co performs any installation, activation or relocation work or other activities that affect the distribution point unit near you. This might include activities that relate to other properties, nbn co customers or nbn internet.

10 ADDITIONAL THINGS TO KNOW – HOME PHONE

10.1 Value added services

Value added services may be available with your home phone plan. A description of the value added services, including pricing, is set out in your order confirmation, Critical Information Summary or other location that we specify from time to time, and may be varied in accordance with clause 11 of the Customer Terms (Part 1).

If you choose any value added services, you acknowledge that:

(a) you may incur Third Party Charges to use those value added services; and

(b) some value added services may require specific products (such as a compatible mobile device) – we'll let you know about these requirements on request.

Unless otherwise specified in your Agreement, we will provide you with the following value added services as part of the home phone service, for no additional charge: voicemail, call waiting and call diversion/forwarding. Call diversion/forwarding to an international number will be charged the relevant international call rate and connection fee (see Attachment A to this schedule).

10.2 Disruptions to your connection

Our home phone service depends on the availability of your internet service. There may be disruptions or interruptions to your connection, due to things such as network congestion. Except as required by law (including the Australian Consumer Law), we can't guarantee that your home phone service will always be available and without interruption.

10.3 Fault reporting

Before reporting a fault with the home phone services, ensure that it isn't caused by your products. We may charge you additional charges required by our Supplier if you make a fault report in relation to the Network or home phone services and our Supplier determines there was no fault with the Network or home phone services.

11 USING YOUR NBN PLAN – GENERAL

You need to comply with both our Acceptable Use Policy and the nbn Ethernet - Fair Use Policy (found under the **WBA nbn Ethernet Product Module** drop-down menu under the Wholesale Broadband Agreement (WBA)). To make it simple for you, we've included nbn co's key "fair use" requirements in our Acceptable Use Policy. However, if the nbn Ethernet - Fair Use Policy changes, you'll need to comply with those changes. We'll notify you if this policy changes, and our fair contracting promises in clause 11.5 of the Customer Terms (Part 1) will apply to these changes where applicable. Additional policies may apply for certain technologies, such as Satellite, but we'll let you know if that is the case.

12 USING YOUR NBN PLAN – INTERNET SERVICE

12.1 Setting up your in-premises products

As well as an active nbn connection box, you'll need in-premises products (such as a modem) to use the internet services. You're not required to buy a modem from us, but you have the option to do so. If you use your own modem or other products, you must ensure that it's compatible with the nbn network and meets relevant standards.

Unless we agree to supply or set up your modem or other products, you're responsible for doing so. You must ensure that you follow any instructions we send to you, including instructions about testing

your connection. If you don't, your products may not function correctly on our Network or the nbn network. If we agree to supply or set up your modem or other products, we will let you know of any charges that may apply beforehand.

12.2 Speed and performance of the internet services

There are several factors that may affect your experience on the nbn network. Inside your home, the speed or performance of your internet services may be affected by things like router quality, in-home cabling, distance between router and WiFi devices, electrical and WiFi channel interference, the number of devices connected to the router or the number of third party services supplied through nbn network technology. Outside your home, the speed or performance of your internet services may also be affected by things like cell tower capacity, distance to the cell tower, signal strength, obstructions to the line-of-sight from the antenna to the cell tower, and weather conditions.

To improve speed or performance, try placing your modem away from electrical appliances or in a central location, or get in touch with us to discuss options.

12.3 Your obligations

In addition to your general obligations set out in clause 5.1 of the Customer Terms (Part 1), you must:

(a) ensure that the products, networks or systems you use with the internet services are compatible with the nbn network and are used in accordance with law;

(b) ensure that products provided to you by us or by nbn co, to use with the internet services, is maintained and you must notify us if the product becomes materially damaged or faulty;

(c) comply with any additional instructions we give you about the use of the internet services or any products (including any instructions set out in any operations manual that's made available to you);

(d) follow our reasonable directions, policies and procedures about your use of, or the integrity of, the internet services, the nbn network, our Network or any third party network or products; and

(e) follow our reasonable directions, policies and procedures about protecting the health or safety of any person, or as required for us to comply with our obligations to our Suppliers (including nbn co).

12.4 Changes and repairs to nbn-owned products

Except for work carried out under the Australian Consumer Law, if you want nbn co to change or repair products owned by nbn co, we or nbn co will give you a quote for the work and nbn co will only perform work if you agree to pay for it.

12.5 Fault reporting

Before reporting a fault with the internet services, you should ensure that it isn't caused by your products. We may charge you additional charges required by nbn co if you make a fault report in relation to the nbn network or internet services and nbn co determines there was no fault with the nbn network – see 'Section 2 – Fees and Charges'.

12.6 Dynamic IP addresses

Unless otherwise specified in your Agreement, we'll provide your internet services with a dynamic (periodically changing) IP address. Some uses or applications that rely on a fixed IP address may not be supported. If you don't have a static IP address, you may request one. Availability may be subject to conditions, including our current policies, service-specific terms and additional charges.

12.7 Allocation of IP addresses, email addresses and domain names

You may be allocated with IP addresses or other internet identifiers in connection with your internet services. You don't own the identifiers allocated to you and, except where you're permitted to transfer an identifier to another provider, you have no right to retain these identifiers when your Agreement ends.

Some of these internet identifiers are licensed and controlled by third party authorities that oversee the allocation of these identifiers, subject to separate rules and regulations. These authorities may change the rules and regulations that apply to the use of these identifiers. We aren't responsible for any changes to these rules or regulations or for any action by, or required by, these authorities.

You acknowledge that your IP address may be managed by network address translation (also known as NAT) and it may not be globally routable (that is, directly reachable by all other internet users). Some uses or applications that rely on inbound connections may not be supported. If you don't have a globally routable IP address, you may request one. Availability may be subject to conditions, including our current policies, service-specific terms and additional charges.

13 USING YOUR NBN PLAN – HOME PHONE

13.1 Calling number display

Calling number display (CND), also known as Caller ID, allows the recipient of your call to see who has called. We provide CND at no extra cost with our home phone services, if your handset accepts CND.

Contact us if you wish to block the display of your number so that people don't see it, either for individual calls or on a permanent basis. If you request permanent blocking, it may take 2 business days to implement. Your number will still be disclosed to emergency services. You may not see

another person's phone number if they've blocked display of their number, if the call or message is from an overseas number, if their network doesn't support CND or if the call is from a payphone.

If you receive an unwelcome or harassing call and need to know the other person's number, contact us to discuss your options.

13.2 Numbering allocation

You may be allocated a telephone number in connection with your home phone services. You don't own the telephone number allocated to you and, except where you're permitted to transfer your telephone connection to another provider and keep the telephone number, you have no right to retain the allocated telephone number when your Agreement ends.

We don't offer the ability to choose your telephone number for the home phone service. You'll be allocated a telephone number as part of the setup of the home phone service.

We're required to comply with the Numbering Plan, which sets out rules for issuing, transferring and changing telephone numbers. If we do something to comply with the Numbering Plan, such as changing or withdrawing a previously allocated number, you agree that you'll have no claim against us. You must not do anything that causes us to breach the Numbering Plan or makes it more difficult for us to comply with the Numbering Plan, including to reallocate, reassign, or transfer any number except where we consent or the law permits.

13.3. Unlisted numbers

If you request for an unlisted number, we won't list your name, address or telephone number in the White Pages telephone directory (both online and offline), and we won't disclose your telephone number through directory assistance or operator assistance services. Your number will also be blocked so that when you make a call, your number won't be available on their Calling Number Display.

However, your number will still be made available for emergency call service and law enforcement purposes.

14 CANCELLING, SUSPENDING OR RESTRICTING YOUR NBN PLAN

In addition to any rights we have under the Customer Terms, and except as set out in clause 7.5 of the Customer Terms (Part 1), we may cancel, suspend or restrict your services (or any part of your nbn plan) by notice to you, in any of the following circumstances:

(a) if you don't meet any of the requirements set out in clauses 7.2 (Installing nbn products), 7.5 (Obtaining other people's consent), 7.6 (Your cooperation), 9.2 (Extra consents for FTTB and FTTC installations), 11 (Using your nbn plan - general), or 12.3 (Your obligations);

(b) with respect to an optional service, if you're no longer eligible to receive an optional service (for example, if your internet services are cancelled, suspended or restricted, you may no longer be able to receive a home phone service that relies on your internet service);

(c) if a Supplier tells us that your conduct is in breach of your Agreement as it applies to the services provided by that Supplier (including the Use Policies);

(d) if we think the cancellation of your nbn plan (or any part of it) is necessary, because a Supplier has told us that it will cease providing the underlying service to us, and we've given you at least 6 months' notice; or

(e) if we think that suspension or restriction of your nbn plan (or any part of it) is necessary, because a Supplier has told us that it will be suspending or restricting any part of its services that we rely on to provide all or part of the nbn plan to you.

If we cancel, suspend or restrict your nbn plan (or any part of it) under clause (b), you agree that we can rely on our Supplier's report of your conduct and we don't have to complete our own investigation. However, you can notify us that you dispute an assessment and in that case we'll take reasonable steps to review the relevant circumstances.

If we cancel, suspend or restrict your nbn plan (or any part of it) under clause (d) or (e), you won't be required to pay early termination fees (for cancellations) and we may provide you with a refund at our discretion (for suspensions or restrictions).

For cancellations under clauses (d) or (e), we'll try to tell you as soon as we can, after being notified by the Supplier.

15 ADDITIONAL SUPPLIER REQUIREMENTS

15.1 Application of the Customer Terms

This clause applies in addition to any limitations or exclusions set out in the Customer Terms – see clause 9 of the Customer Terms (Part 1).

You have important rights under the Australian Consumer Law that can't be limited, excluded, restricted or modified. For information about these rights, see clause 9 (Your Australian Consumer Law rights) of the Customer Terms (Part 1).

15.2 Protecting our Suppliers

When you use the services, you must:

(a) meet all of the requirements set out in clause 5.1 of the Customer Terms (Part 1), as well as the Use Policies; and

(b) not use the services in a way that could cause us, any of our Suppliers or anyone else to do any of things in clause 5.1 of the Customer Terms (Part 1) or the Use Policies.

15.3 Rights of our Suppliers

Without limiting anything else in your Agreement, you agree that our Suppliers may take certain actions that they consider necessary in relation to your use of the underlying service provided by that Supplier, including the following, in relation to the home phone service:

(a) without limiting clause 13.2 of the Customer Terms (Part 1), a Supplier may intercept communications and provide call related information to government or regulatory authorities or law enforcement agencies, to the extent required by Law to do so, and may (but is not obliged to) monitor the usage of the service and communications sent over it for compliance with the underlying agreement, to protect the Network and that Supplier's other users;

(b) if a Supplier considers, in its reasonable opinion, that you're not complying with your obligations in clause 15.2 above, that Supplier may take any steps that it considers necessary to ensure that it complies with Law and any industry codes of practice, court directions or notifications or directions from a government agency, without us or the Supplier incurring any liability to you; and

(c) a Supplier may scan your products and test the security of the underlying service provided by that Supplier, to assist us to keep the Network secure from unauthorised access. However, neither we nor our Suppliers are required to carry out such a scan or test.

15.4 Claims against our Suppliers

Each of our Suppliers (including nbn co) are providing underlying services to us, on a wholesale basis, so that we can provide the services to you. As a result, your relationship is with us and not any of our Suppliers. Nothing in these terms gives you a right to anything provided by our Suppliers (including any network or products owned by any Supplier).

As a result, except as required by law (including the Australian Consumer Law), our Suppliers aren't responsible to you for any loss or damage arising from the supply of, or your use of, the services or our Supplier's networks. You acknowledge that you have no claim, and agree that you won't make such a claim, against our Suppliers, for any of these matters. Please see clause 10.3 of the Customer Terms (Part 1) for more information.

15.5 Your responsibilities under this schedule

In addition to your responsibilities under clause 5 of the Customer Terms (Part 1), you're responsible for and must reimburse, on demand from us, any costs or expenses incurred by us as a result of, or in connection with:

(a) loss or damage caused by you, your agents or representatives to our Network, the nbn network or products owned by us or our Suppliers, as a result of a failure to comply with this schedule; or

(b) loss or damage arising from your failure to obtain permission to connect or install the nbn network or internet services, from any person described in clauses 7.5 (Obtaining other people's consent) or 9.2 (Extra consents for FTTB and FTTP installations).

This clause applies except to the extent the loss or damage is caused by our (or our Supplier's) breach of consumer guarantees under the Australian Consumer Law or our (or our Supplier's) negligence.

15.6 Rights to use third party software

If we notify you of certain terms that relate to third party software (an 'end user licence agreement' or EULA), you must comply with those terms.

For any third party software we provide to you, whether or not we provide a EULA, you agree that:

(a) our Supplier's software licensor retains its rights to the third party software;

(b) the third party software is the confidential information of our Supplier's licensor;

(c) you can't assign, transfer, lease or rent the third party software;

(d) you can't modify or create a derivate work from the third party software;

(e) you can't remove or modify rights notices contained with the third party software;

(f) except as permitted by law, you can't reverse engineer or try to find out the source code, algorithms, structure or organisation of the third party software;

(g) you'll indemnify our Supplier and the licensor for any claims arising from your breach of this clause 15.6 or any improper, unlawful or unauthorised use or dealing with the third party software by you or someone else using your service.

16 CLAUSES THAT CONTINUE TO APPLY

Section 2 and clauses 9, 14, 15.1, 15.3, 15.4 and 15.5 of section 3 to this Schedule 1 will survive termination or expiry.

17 EXPLAINING WORDS IN PLAIN ENGLISH

To help clarify specific terms or words you've read in this schedule, we're explaining them clearly and simply right here, so you know exactly what they mean.

The following words have the meaning set out below. If a capitalised word isn't defined below, it may have the meaning set out in the Customer Terms (Part 1) instead.

EULA	End user licence agreement which sets out terms and conditions that apply to use of third party software made available to you.

Fixed Wireless	Fixed wireless technology, provided as part of the nbn network. Fixed wireless uses an outdoor antenna to connect to a transmission tower and is available in certain locations.
FTTB	Fibre to the basement technology, provided as part of the nbn network.
FTTC	Fibre to the curb technology, provided as part of the nbn network.
FTTN	Fibre to the node technology, provided as part of the nbn network.
FTTP	Fibre to the premises technology, provided as part of the nbn network.
HFC	Hybrid fibre coaxial (also known as cable), used as part of the nbn network. HFC uses an existing cable or pay TV connection.
nbn co	NBN Co Ltd, the company responsible for operating and managing the nbn network.
Numbering Plan	*Telecommunications Numbering Plan 2015* or its replacement.
Satellite or Sky Muster®	The Sky Muster satellite technology, provided as part of the nbn network. This technology uses a rooftop satellite dish to connect to a satellite provider and is only available in certain locations.
Supplier	In this schedule, our Suppliers include Vocus Pty Ltd (ACN 127 842 853), Symbio Wholesale Pty Ltd (ACN 136 972 355) NBN Co Ltd (ACN 136 533 741) and any other third party supplier who provides services to us to enable the provision of the services described in this schedule.
VoIP	"Voice over Internet Protocol", a service that allows you to place and receive voice calls over an internet connection.

Attachment A – AGL Home Phone fees and rates to make international calls

The fees and rates below are current as at 29 June 2021 and include GST.

We may change these rates in accordance with our Customer Terms. Get in touch with us to check the most recent rates.

For voice calls to international landline and mobile numbers, a call connection fee of 40¢ applies to each call. Calls are charged in one minute blocks based on the per-minute rates set out in the table below.

Rates exclude premium numbers, satellite numbers and video calls.

Country*	Price per minute calls to fixed lines	Price per minute calls to mobile
Afghanistan	$1.07	$1.07
Albania	$0.45	$0.74
Algeria	$0.45	$1.24
American Samoa	$0.29	$0.29
Andorra	$0.14	$0.60
Angola	$2.66	$0.76
Anguilla	$0.60	$0.60
Antarctica	$5.78	$5.78
Antigua & Barbuda	$0.60	$0.60
Argentina	$0.12	$0.48
Armenia	$0.45	$0.76
Aruba	$0.45	$0.45
Ascension Island	$3.06	$3.06
Austria	$0.06	$0.76
Azerbijan	$0.60	$0.69
Bahamas	$0.29	$0.29
Bahrain	$0.76	$0.76
Bangladesh	$0.45	$0.60
Barbados	$0.60	$0.60
Belarus	$0.76	$0.83
Belgium	$0.06	$0.76
Belize	$0.60	$0.60
Benin	$0.55	$0.55
Bermuda	$0.29	$0.29
Bhutan	$0.60	$0.60
Bolivia	$0.45	$0.45
Bosnia-Herzegovina	$0.60	$0.88
Botswana	$0.45	$0.48
Brazil	$0.22	$0.45
Bulgaria	$0.22	$1.02
Burkina Faso	$0.60	$0.60
Burundi	$0.85	$0.97
Cambodia	$0.76	$0.76

Country*	Price per minute calls to fixed lines	Price per minute calls to mobile
Cameroon	$0.76	$0.76
Canada	$0.04	$0.08
Cape Verde	$0.91	$0.91
Cayman Islands	$0.45	$0.45
Central African Republic	$1.32	$1.32
Chad	$0.91	$0.91
Chile	$0.12	$0.60
China	$0.03	$0.03
Colombia	$0.29	$0.29
Comoros	$1.07	$1.07
Congo Islands	$0.73	$0.86
Cook Islands	$1.53	$1.53
Croatia	$0.22	$0.57
Cuba	$2.31	$2.31
Cyprus	$0.29	$0.45
Czech Republic	$0.11	$0.60
Denmark	$0.06	$0.60
Diego Garcia	$2.90	$2.90
Dijbouti	$1.22	$1.22
Domicia Islands	$0.60	$0.60
Dominican Republic	$0.45	$0.45
East Timor	$1.44	$3.74
Ecuador	$0.60	$0.64
Egypt	$0.60	$0.60
El Salvador	$0.45	$0.45
Equatorial Guinea	$0.91	$0.91
Eritrea	$1.07	$1.07
Estonia	$0.12	$0.76
Ethiopia	$1.22	$1.53
Falkland Islands	$3.13	$3.13
Faroe Islands	$2.66	$2.66
Fiji	$0.91	$0.91
Finland	$0.83	$0.60
France	$0.06	$0.60
French Guiana	$0.91	$0.91
French Polynesia	$0.76	$0.76
Gabon	$0.98	$1.05
Gambia	$3.54	$1.02
Georgia	$0.37	$0.45
Germany	$0.05	$0.76
Ghana	$0.45	$0.50
Gibraltar	$0.14	$0.18
Greece	$0.04	$0.57

Country*	Price per minute calls to fixed lines	Price per minute calls to mobile
Greenland	$1.53	$1.53
Grenada	$0.60	$0.60
Guam	$0.14	$0.14
Guantanamo Bay	$1.22	$1.22
Guatemala	$0.45	$0.45
Guinea Bissau	$2.31	$2.93
Guinea Republic	$1.07	$1.07
Guyana	$0.91	$0.91
Haiti	$0.65	$3.48
Honduras	$1.07	$1.07
Hong Kong	$0.05	$0.12
Hungary	$0.14	$0.76
Iceland	$0.14	$0.76
India	$0.15	$0.15
Indonesia	$0.29	$0.45
Iran	$0.45	$0.45
Iraq	$1.53	$1.53
Ireland	$0.05	$0.76
Israel	$0.06	$0.40
Italy	$0.06	$0.76
Ivory Coast	$0.60	$0.76
Jamaica	$0.29	$0.60
Japan	$0.06	$0.45
Jordan	$0.60	$0.76
Kazakhstan	$0.14	$0.60
Kenya	$0.60	$1.07
Kiribati	$2.01	$2.01
Kuwait	$0.29	$0.29
Kyrgyzstan	$0.45	$0.45
Laos	$0.45	$0.45
Latvia	$1.10	$0.76
Lebanon	$0.45	$0.76
Lesotho	$0.69	$0.87
Liberia	$0.70	$0.96
Libya	$2.76	$0.72
Liechtenstein	$1.18	$1.60
Lithuania	$0.51	$0.51
Luxembourg	$0.12	$0.60
Macau	$0.22	$0.22
Macedonia	$0.60	$0.91
Madagascar	$0.98	$1.38
Malawi	$0.36	$0.83
Malaysia	$0.06	$0.14

Country*	Price per minute calls to fixed lines	Price per minute calls to mobile
Maldives	$1.82	$1.94
Maldova	$0.77	$1.48
Mali	$0.76	$0.76
Malta	$0.45	$0.86
Mariana Islands	$0.22	$0.22
Marshall Islands	$1.07	$1.07
Martinique	$0.87	$0.99
Mauritania	$0.91	$0.96
Mauritius	$0.76	$0.76
Mayotte Island	$0.45	$1.27
Mexico	$0.45	$0.74
Micronesia	$0.91	$0.91
Monaco	$0.22	$0.81
Mongolia	$0.29	$0.29
Montenegro	$0.45	$0.76
Montserrat	$0.76	$0.76
Morocco	$0.76	$0.91
Mozambique	$0.45	$0.59
Myanmar	$1.22	$1.22
Namibia	$0.45	$0.79
Nauru	$3.46	$3.46
Nepal	$0.91	$0.91
Netherlands	$0.46	$0.60
Netherlands Antilles	$0.60	$0.91
New Caledonia	$1.07	$1.07
New Zealand	$0.05	$0.91
Nicaragua	$0.60	$0.60
Niger	$0.82	$0.82
Nigeria	$0.29	$0.76
Niue Island	$2.45	$2.45
Norfolk Island	$2.77	$2.77
North Korea	$2.00	$2.00
Norway	$0.06	$0.60
Oman	$0.60	$0.60
Pakistan	$0.76	$0.91
Palau	$2.51	$2.51
Palestine	$2.66	$0.88
Panama	$0.29	$0.60
Papua New Guinea	$2.12	$2.12
Paraguay	$0.45	$0.60
Peru	$0.22	$0.76
Philippines	$0.34	$0.50
Poland	$0.06	$0.76

Country*	Price per minute calls to fixed lines	Price per minute calls to mobile
Portugal	$0.06	$0.76
Puerto Rico	$0.12	$0.12
Qatar	$1.07	$1.07
Rawanda	$0.66	$0.66
Reunion	$0.45	$0.60
Romania	$0.45	$0.76
Russia	$0.45	$0.60
San Marino	$0.61	$0.61
Sao Tome & Principe	$3.08	$3.08
Saudi Arabia	$0.76	$0.76
Senegal	$0.60	$1.27
Serbia & Montenegro	$0.45	$0.76
Seychelles	$0.96	$1.05
Sierra Leone	$0.91	$0.91
Singapore	$0.05	$0.05
Slovakia	$0.56	$0.76
Slovenia	$0.85	$0.98
Solomon Islands	$2.62	$2.62
South Africa	$0.14	$0.67
South Korea	$0.06	$0.22
Spain	$0.06	$0.76
Sri Lanka	$0.60	$0.60
St Helena	$3.09	$3.09
St Kitts & Nevis	$0.62	$0.62
St Lucia	$0.76	$0.76
St Pierre & Miquelon	$0.81	$0.81
St Vincent & Bequia	$0.60	$0.60
Sudan	$0.76	$0.76
Suriname	$0.91	$0.91
Swaziland	$0.45	$0.45
Sweden	$0.06	$0.76
Switzerland	$0.06	$0.91
Syria	$0.60	$0.60
Taiwan	$0.05	$0.29
Tajikistan	$0.43	$0.43
Tanzania	$0.76	$0.77
Thailand	$0.08	$0.08
Togo	$2.66	$0.87
Tokelau	$3.33	$3.33
Tonga	$1.62	$2.18
Trinidad & Tobago	$0.45	$0.45
Tunisia	$1.53	$1.74
Turkey	$0.45	$0.60

Country*	Price per minute calls to fixed lines	Price per minute calls to mobile
Turkmenistan	$0.60	$0.60
Turks & Caicos Islands	$0.74	$2.50
Tuvalu	$1.97	$1.97
Uganda	$0.45	$0.70
Ukraine	$0.45	$0.56
United Arab Emirates	$0.76	$0.76
United Kingdom	$0.05	$0.60
Uruguay	$0.45	$0.45
USA	$0.05	$0.05
Uzbekistan	$0.45	$0.45
Vanuatu	$1.38	$1.69
Vatican City	$0.02	$0.02
Vietnam	$1.07	$1.07
Venezuela	$0.22	$0.60
Virgin Islands (Br)	$0.58	$0.58
Virgin Islands (US)	$0.03	$0.03
Wallis & Futuna	$6.00	$6.00
Western Samoa	$1.18	$2.18
Yemen	$0.60	$0.60
Zambia	$0.81	$0.81
Zimbabwe	$0.22	$1.00

Attachment B – AGL Home Phone fees and rates to make satellite calls

The fees and rates below are current as at 29 June 2021 and include GST.

We may change these rates in accordance with our Customer Terms. Get in touch with us to check the most recent rates.

For voice calls to satellite numbers, a call connection fee of 40¢ applies to each call. Calls are charged in one minute blocks based on the per minute rates set out in the table below.

Satellite	Calls to satellite numbers (per minute)
Satellite Inmarsat	$14.32
Satellite Iridium	$8.59
Satellite Thuraya	$3.35

Schedule 2 – AGL **nbn**® Plans and Fibre Upgrade

1 THE UPGRADE

Eligible Customers with an nbn fibre-to-the-node (**FTTN**) or nbn fibre-to-the-curb (**FTTC**) connection may upgrade their nbn technology to nbn fibre-to-the-premises (**FTTP**) (the **Fibre Upgrade**) at no cost when they acquire a new Eligible Plan. The Fibre Upgrade is part of nbn co's Change of Access Technology (**COAT**) program.

2 ELIGIBLE CUSTOMERS

You are an Eligible Customer for the Fibre Upgrade if you are:

(a) a new or current AGL customer;

(b) your address is currently connected to the nbn network via FTTN or FTTC technology; and

(c) your address has been assessed by nbn co as being eligible for an upgrade from FTTN or FTTC (as applicable) to FTTP.

3 ELIGIBLE PLANS

AGL's **Eligible Plans** are:

(a) **Home Fast**

(b) **Home Superfast**

(c) **Home Ultrafast**

4 THINGS TO KNOW

4.1 Pre-activation Work

nbn co will undertake pre-activation work before the Fibre Upgrade can occur and an appointment will be required. Once the appointment has been booked, a person over the age of 18 must be present at the address at the time of the appointment. If you miss an appointment, you may incur a fee. Your Fibre Upgrade will typically be completed by:

(a) For FTTN premises:

- Urban Area: 19 Business Days
- Remote or Rural Area: 24 Business Days

(b) For FTTC premises:

- Urban Area: 25 Business Days
- Remote or Rural Area: 29 Business Days

4.2 Standard Installations Only

The Fibre Upgrade will be at no cost for standard installations only. Additional connection charges, such as New Development Charges, or unforeseen costs incurred by nbn co may apply.

Schedule 3 – AGL Mobile Plans

Section 1 – Service description

1 A QUICK OVERVIEW

This schedule set outs details about our mobile plans, which consist of:

(a) mobile phone services (**mobile services**); and

(b) optional services to add-on to our mobile services (**optional services**).

When we refer to "**mobile plan**" in this schedule, we mean the mobile services and any optional services you choose (unless the context indicates otherwise).

2 ABOUT OUR MOBILE PLANS

2.1 An outline of our mobile plans

Our mobile plans offer the features below. Optional features are noted below. For further details about the specific mobile plan you've chosen, take a look at your order confirmation and Critical Information Summary.

Our mobile plans include the following:

Item	Features
Post-paid mobile SIM plans	A mobile phone service provided over the Optus mobile network. You'll need to bring your own unlocked mobile device that's compatible with the Optus mobile network.
	If the mobile service is under your name, please note you have the right to: (i) use the number; (ii) make or receive a call/SMS, and; (iii) port the number, where the number is portable and active.

You may also take up these optional services if offered with an eligible mobile plan:

Item	Features
None	Not applicable.

2.2 What's unique about our mobile plans

Be mindful of the following limitations to our mobile plans:

Item	Description
Exclusions	See your Critical Information Summary.
International calls	Unless your Critical Information Summary says otherwise, you'll need to pay for international calls. See the 'Fees and charges' section below for rates and connection fees.
Voice over LTE (VoLTE)	Available for compatible devices to make and receive voice calls in Australia over the Optus 4G Plus network. See clause 8.4 below.
WiFi calling	Available for compatible devices to make and receive calls, or send and receive SMS, where there's limited mobile coverage but an accessible WiFi service in Australia. See clause 8.4 below.

Section 2 – Fees and charges

3 MOBILE PLAN CHARGES

The charges that apply to our mobile plans include:

Type of charge	Charge (inc GST)
Minimum monthly fee	See your order confirmation and Critical Information Summary.

Type of charge	Charge (inc GST)
Data charges	See your order confirmation and Critical Information Summary for details on our data charges, including for Extra Data.
Calls, SMS and MMS to standard Australian numbers	See your order confirmation and Critical Information Summary.
International calls, SMS and MMS	See Attachment A to this schedule.
Excluded call types	• **Directory assistance 1223**: 50¢ per call. • **124 Yes**: $1.75 per call. • **Video calls (national)**: 50¢ per minute (charged in one minute blocks). • **Video calls (international)**: 50¢ per minute (charged in one minute blocks). • **Call diversions (international)**: same as international calls (see Attachment A to this schedule).
SIM card/eSIM replacement fee	See your order confirmation and Critical Information Summary.

4 THIRD PARTY CHARGES

You may also need to pay Third Party Charges which we pass on to you, such as those listed below, plus some charges that arise in specific circumstances, which we will notify you in advance. Get in touch with us for more details about Third Party Charges.

Type of charge	Description	Charge (inc GST)
Port-out fee	May apply if you transfer your mobile service to another provider. This fee is charged by our Supplier and we on-charge it to you.	See your order confirmation and Critical Information Summary.

5 CHANGING YOUR MOBILE PLAN

You can make certain changes to your plan, such as change to another plan, or add or remove an optional service, subject to limitations (such as the number of changes we allow within a month). Your order confirmation and Critical Information Summary set out any additional charges, limitations and terms and conditions that apply. You can't change to another plan if your number is suspended or deactivated.

Fees may also apply if you change other aspects of your mobile plan. Such changes may be subject to our agreement or other conditions, so get in touch with us for details.

Section 3 – Service-specific terms

6 CONNECTING YOUR MOBILE PLAN – GENERAL

6.1 Providing information to our Suppliers

You consent to us sharing information about you with our Suppliers, so they can help supply services to you and manage their contract with us. This may include your full name, billing address, street address and details of the services, and additional information to port your number (if relevant), as set out in clause 7.2 below. We'll only share information about you with our Suppliers in accordance with our privacy policy and in other circumstances where the law allows it.

6.2 Additional products

Unless we tell you otherwise, we won't provide a mobile device with your mobile plan or other products for any optional services. If we do, we will let you know of any charges that may apply beforehand.

6.3 Value added services

Value added services may be available with your mobile plan. A description of the value added services, including pricing, is set out in your order confirmation, Critical Information Summary or other location that we specify from time to time, and may be varied in accordance with clause 11 of the Customer Terms (Part 1).

If you choose any value added services, you acknowledge that:

(a) you may incur Third Party Charges for the use of those value added services;

(b) some value added services may require specific products (such as a compatible mobile device) – we'll let you know about these requirements on request; and

(c) some value added services may require specific network coverage – we'll let you know about these limitations on request.

Value added services are for your personal use (and also for non-commercial use, in the case of mobile content). You must not copy, publish, republish, re-distribute, re-communicate or otherwise commercially exploit any content made available through the value added services, including by framing, linking, posting in news groups or any other form of copying except as approved by us and our Suppliers.

7 CONNECTING YOUR MOBILE PLAN – HOW TO CONNECT

7.1 Your SIM card

We'll send a **SIM card** to you when you sign up to a mobile plan. Once you receive the SIM card:

a) if the SIM card relates to a new mobile number, we will activate the SIM card for you. More information can be found on our website; and

b) if the SIM card relates to an existing mobile number, you will need to activate the SIM card by following the instructions we provide you.

SIM cards continue to be our Supplier's property. However, you'll be responsible for any loss or damage to the SIM card from the date that it's delivered to you. You mustn't damage or try to interfere with the SIM card. We may ask you to return the SIM card if we provide you with a replacement or you no longer need the SIM card.

If your SIM card has been lost or stolen, please let us know as soon as possible. You'll be responsible for all usage and charges until you tell us your SIM card is lost or stolen.

Alternatively, if you have an **eSIM compatible device**, then you don't need to wait for a SIM card to arrive. If you choose to activate your eSIM, we will send you a QR code so you can enable your eSIM profile.

7.2 Your mobile number

We can provide you with a mobile phone number when you activate your mobile plan. If we do, clause 10.6 applies in addition to this clause 7.2.

We can also arrange for you to continue using your existing mobile number (if any) after you sign up with us, so long as the number is still active. Simply ask us to transfer (or 'port') the number to us when you sign up. The following will apply:

(a) first, we'll need to verify that you have authority to port the number to us. Your existing service may be interrupted while we undertake this verification;

(b) your existing provider may charge early termination fees to cancel your existing service. Any services not being ported to us will stay with your existing provider;

(c) you'll need to ensure that your mobile device is unlocked and compatible with the Optus mobile network;

(d) until we tell you that the porting is completed, your existing provider will be responsible for your existing service and you should contact them to discuss the service or any service faults;

(e) we'll use reasonable efforts to let you know when the porting is completed;

(f) we may need to disclose your personal information to other service providers, network providers and financial institutions for call routing, complaint handling, fraud prevention and investigations, or fault management. If we do, we'll do so in accordance with our privacy policy; and

(g) if you have a complaint or inquiry about the transfer, or would like to check on progress, please get in touch with us.

If we're unable to verify your identity or complete the porting process, we'll get in touch with you to discuss your options.

8 ADDITIONAL THINGS TO KNOW – MOBILE SERVICE

8.1 Mobile network

Our mobile plans are available on the Optus mobile network. Check coverage at https://www.agl.com.au/help-support/internet-mobile/network-and-coverages/mobile-coverage based on your address.

With **4G devices**, you can access some or all of the 4G Plus network. The Optus 4G Plus network uses multiple frequencies (LTE 700 /1800 / 2100 / 2300 / 2600 MHz) to provide coverage.

With **5G devices**, coverage and speed will vary depending on your device and location.

8.2 Disruptions to your connection

Our mobile plans depend on the availability of the Optus mobile network. There may be disruptions or interruptions to your connection, due to things such as network congestion. Except as required by law (including the Australian Consumer Law), we can't guarantee that your mobile plan will always be available and without interruption.

8.3 Fault reporting

Before reporting a fault with the mobile services, ensure that it isn't caused by your products. We may charge you additional charges required by our Supplier if you make a fault report in relation to the Network or mobile services and our Supplier determines there was no fault with the Network or mobile services.

8.4 Voice over LTE (VoLTE) and WiFi calling

Our mobile plans may be eligible for Voice over LTE (**VoLTE**) and WiFi calling.

- VoLTE enables you to make and receive mobile voice calls over the Optus 4G Plus network. VoLTE is only available in selected areas and for compatible mobile devices. Depending on your mobile device, some features may not be available via VoLTE and there may be service limitations.
- WiFi calling enables you to make and receive mobile voice calls over a local wifi network. WiFi calling is only available for compatible mobile devices. You'll need to arrange your own access to a wifi network to enable WiFi calling.

For VoLTE and WiFi calls, you'll be charged the applicable voice call charges (if any). You won't incur data charges for these calls. Additional charges may apply for excluded call types, such as premium numbers and international numbers.

9 Additional things to know – International Roaming

9.1 International Roaming Services

Our Daily Travel Pass is available in eligible zone 1 countries. Pay-as-you-go charges apply for eligible zone 2 countries. You can obtain information on eligible countries at **https://www.agl.com.au/roaming**. We make no guarantee regarding the quality and availability of coverage or any roaming services.

Please note that if you spend more than $500 on International Roaming in one billing cycle, we will automatically suspend your International Roaming services to avoid further charges. If you need to spend more than $500 each billing cycle, please contact us.

9.2 International Roaming Activation

Your International Roaming is automatically switched on in My Account or the AGL App. Charges will start immediately upon first use of your device (making standard calls, or sending text, or using data) overseas.

Some usage types are not charged and will not trigger the Daily Travel Pass if these are the first detected usage. This includes:

- Emergency calls;
- Receiving SMS;
- Calls to AGL Support on +61 396 494 947 (available between 8am - 9pm AEST, free of charge)

9.3 Daily Travel Pass

Your Daily Travel Pass will activate immediately upon first chargeable use of your device in eligible zone 1 countries.

Once your Daily Travel Pass is activated, it is active for 24 hours or until your data allowance is exhausted, whichever comes first. Unused data is forfeited and does not roll on to the next Daily Travel Pass.

After 24 hours of activation of the Daily Travel Pass or if you use more than your data allowance, we'll automatically add another Daily Travel Pass if you continue to use your device in an eligible zone 1 destination.

9.4 International Roaming Deactivation and Reactivation

You can avoid using International Roaming by turning Flight Mode ON in your device settings before you leave Australia and keeping Flight Mode ON for the duration of your trip. You can also turn your International Roaming OFF in My Account or the AGL App. However, data charges will apply if you use your mobile data to turn International Roaming OFF in My Account or the AGL App overseas.

If you want to reactivate International Roaming, you can turn your International Roaming ON in My Account or the AGL App or call us on +61 396 494 947 (available between Mon-Fri, 8am-9pm AEST).

Deactivation and reactivation may take up to 24 hours. We recommend that you put your device in Flight Mode while waiting for the deactivation of International Roaming.

9.5 How you will be charged

Your Daily Travel Pass charge will be shown typically on your next bill. Please note that it may take up to 160 days for international roaming charges to appear on your bill.

While you are overseas, we will send you SMS alerts about your data usage typically within 48 hours of usage. If you would like to switch between SMS or email alerts, please contact us.

Please note that, due to the limitation of information we receive from our Supplier, we may be unable to identify nor provide information on the number you send an SMS or MMS to while you are overseas.

9.6 Your obligations

You must comply with our Policies, such as our Acceptable Use Policy. Clause 11 of Schedule 3 of the Customer Terms applies to International Roaming services.

We may suspend your access to International Roaming (upon reasonable notice to you, as set out in clause 7.5(c) of the Customer Terms (Part 1)) where we reasonably believe that there has been unusually high usage of data, a breach of the Acceptable Use Policy, or as otherwise set out in the Customer Terms. If you would like to discuss your service with us in overseas, call us on +61 396 494 947 (available between Mon-Fri, 8am-9pm AEST), free from an AGL service.

10 USING YOUR MOBILE SERVICE – GENERAL

10.1 Acceptable Use Policy

You need to comply with our Acceptable Use Policy. We'll notify you if this policy changes, and our fair contracting promises in clause 11.5 of the Customer Terms (Part 1) will apply to these changes where applicable.

10.2 Your obligations

In addition to your general obligations set out in clause 5.1 of the Customer Terms (Part 1), you must:

(a) ensure that the products, networks or systems you use with the mobile services are used in accordance with law;

(b) ensure that products provided to you by us or by our Supplier, to use with the mobile services, are maintained and you must notify us if the product becomes materially damaged or faulty;

(c) comply with any additional instructions we give you about the use of the mobile services or any products (including any instructions set out in any operations manual that's made available to you);

(d) follow our reasonable directions, policies and procedures about your use of, or the integrity of, the mobile services, our Network or any third party network or products; and

(e) follow our reasonable directions, policies and procedures about protecting the health or safety of any person, or as required for us to comply with our obligations to our Suppliers.

10.3 Calling number display

Calling number display (**CND**), also known as Caller ID, allows the recipient of your call, SMS or MMS to see who has called or sent the SMS or MMS. We provide CND at no extra cost with our mobile plans.

Contact us if you wish to block the display of your number so that people don't see it, either for individual calls or on a permanent basis. If you request permanent blocking, it may take 2 business days to implement. Your number will still be disclosed to emergency services or when sending a SMS or MMS message. You may not see another person's phone number if they've blocked display of their number, if the call or message is from an overseas number, if their network doesn't support CND or if the call is from a payphone.

If you receive an unwelcome or harassing call, SMS or MMS and need to know the other person's number, contact us to discuss your options.

10.4 Dynamic IP addresses

Unless otherwise specified in your Agreement, we'll provide your mobile services with a dynamic (periodically changing) IP address. Some uses or applications that rely on a fixed IP address may not be supported.

10.5 Allocation of IP addresses, email addresses and domain names

You may be allocated with IP addresses or other internet identifiers in connection with your mobile services. You don't own the identifiers allocated to you and, except where you're permitted to transfer an identifier to another provider, you have no right to retain these identifiers when your Agreement ends.

Some of these internet identifiers are licensed and controlled by third party authorities that oversee the allocation of these identifiers, subject to separate rules and regulations. These authorities may change the rules and regulations that apply to the use of these identifiers. We aren't responsible for any changes to these rules or regulations or for any action by, or required by, these authorities.

You acknowledge that your IP address may be managed by network address translation (also known as NAT) and it may not be globally routable (that is, directly reachable by all other internet users). Some uses or applications that rely on inbound connections may not be supported.

10.6 Allocation of telephone numbers

Any phone number which we provide to you is not owned by you and, except where you're permitted to transfer your mobile service to another provider and keep the phone number, you have no right to retain the number when your Agreement ends.

We're required to comply with the Numbering Plan, which sets out rules for issuing, transferring and changing telephone numbers. If we do something to comply with the Numbering Plan, such as changing or withdrawing a previously allocated number, you agree that you will have no claim against us. You mustn't do anything that causes us to breach the Numbering Plan or makes it more difficult for us to comply with the Numbering Plan, including to reallocate, reassign, or transfer any number except where we let you or you're permitted to by law.

11 CANCELLING, SUSPENDING OR RESTRICTING YOUR MOBILE SERVICE

In addition to any rights we have under the Customer Terms, and except as set out in clause 7.5 of the Customer Terms (Part 1), we may cancel, suspend, restrict or not renew, activate or port your services (or any part of your mobile plan) by notice to you (if practicable), in any of the following circumstances:

(a) if you don't meet any of the requirements set out in clause 6.1 (Providing information to our Suppliers) or the Use Policies;

(b) if our Supplier tells us that your conduct is in breach of your Agreement as it applies to the mobile services provided by that Supplier (including clause 6.1 (Providing information to our Suppliers) or the Use Policies);

(c) if our Supplier tells us that it will be taking action:

  (i) to reduce fraud, perform system or Network maintenance it determines necessary, to reduce or prevent interference with the Network, for reasons related to credit and debt management;

  (ii) because there has been an unusually high use of the mobile service; or

  (iii) because it believes the mobile service is not being used (where there has been no use of the mobile service for 3 consecutive months);

(d) if we think the cancellation of your mobile plan is necessary, because our Supplier has told us that it will cease providing the underlying service to us due to a change in law,

regulation, rule or government direction affecting your mobile plan, and we've given you at least 30 days' notice; or

(e) if we think that suspension or restriction of your mobile plan is necessary, because our Supplier has told us that it will be suspending or restricting any part of its services that we rely on to provide all or part of the mobile plan to you.

If we cancel, suspend or restrict your mobile plan (or any part of it) under clause (b) or (c), you agree that we can rely on our Supplier's report of your conduct and we don't have to complete our own investigation. However, you can notify us that you dispute an assessment and in that case we'll take reasonable steps to review the relevant circumstances.

If we cancel, suspend or restrict your mobile plan (or any part of it) under clause (d) or (e), you won't be required to pay early termination fees (for cancellations) and we may provide you with a refund at our discretion (for suspensions or restrictions).

For cancellations under clauses (c), (d) or (e), we'll try to tell you as soon as we can, but we may not be aware of these things happening until our Supplier tells us. For clause (c)(iii), we'll tell you in advance of the cancellation.

12 ADDITIONAL SUPPLIER REQUIREMENTS

12.1 Application of the Customer Terms

This clause applies in addition to any limitations or exclusions set out in the Customer Terms – see clause 9 of the Customer Terms (Part 1).

You have important rights that can't be limited, excluded, restricted or modified under the Australian Consumer Law. For information about these rights, see clause 9 (Your Australian Consumer Law rights) of the Customer Terms (Part 1).

12.2 Protecting our Suppliers

When you use the mobile services, you must:

(a) meet all of the requirements set out in clause 5.1 of the Customer Terms (Part 1), as well as the Use Policies;

(b) not make or receive calls, or send or receive content on the Network, other than for your own personal or business use (as applicable);

(c) not wholesale or resell any service (including transit, refile or aggregate domestic or international traffic) on the Network;

(d) not use the mobile services (including any SIM card) in connection with a device that switches or re-routes calls to or from the Network to the network of another supplier; and

(e) not use the mobile services in a way that could cause us, any of our Suppliers or anyone else to do any of the things in clause 5.1of the Customer Terms (Part 1), this clause 12.2 or the Use Policies.

12.3 Claims against our Suppliers

Each of our Suppliers are providing underlying services to us, on a wholesale basis, so that we can provide the mobile services to you. As a result, your relationship is with us and not any of our Suppliers. Nothing in these terms gives you a right to anything provided by our Suppliers (including any network or products owned by any Supplier).

As a result, except as required by law (including the Australian Consumer Law), our Suppliers aren't responsible to you (including in negligence) for any loss or damage arising from the supply of, or your use of, the mobile services or our Supplier's networks. You acknowledge that you have no claim, and agree that you won't make such a claim, including in negligence, against our Suppliers, for any of these matters. Please see clause 10.3 of the Customer Terms (Part 1) for more information.

12.4 Co-operating with our Suppliers

In addition to your responsibilities under clause 5.3of the Customer Terms (Part 1), if our Supplier tells us that your conduct is in breach of your Agreement as it applies to the mobile services provided by that Supplier (including the Use Policies), you must cooperate with us and comply with our reasonable directions about your conduct, to enable us to meet our obligations to our Supplier.

12.5 Your responsibilities under this schedule

In addition to your responsibilities under clause 5 of the Customer Terms (Part 1), you're responsible for and must reimburse, on demand from us, any costs or expenses incurred by us as a result of, or in connection with loss or damage caused by you, your agents or representatives to our Network or products owned by us or our Suppliers, as a result of a failure to comply with this schedule.

This clause applies except to the extent the loss or damage is caused by our (or our Supplier's) breach of consumer guarantees under the Australian Consumer Law or our (or our Supplier's) negligence.

12.6 Supplier intellectual property rights

In addition to your obligations under clause 2.4(h) of the Customer Terms (Part 1), you must not use or promote our Suppliers' intellectual property rights, or the trade marks or names or any other person in conjunction or association with our Suppliers' intellectual property rights, without their consent.

12.7 Rights to use third party software

If we notify you of certain terms that relate to third party software (an 'end user licence agreement' or EULA), you must comply with those terms.

12.8 Supplier-specific end user terms

In addition to any other obligations under the Customer Terms (Part 1) or this schedule, the following Supplier-specific end user terms apply to you if your mobile plan includes an underlying service that is provided to us by Optus:

(a) **Assignment:** for the purposes of novation under clause 5.6 of the Customer Terms (Part 1), you agree to novate this Agreement from us to our Supplier on receipt of a notice from us or from our Supplier. This clause remains subject to clause 5.6 of the Customer Terms (Part 1) and our fair contracting promises in clause 11.5 of the Customer Terms (Part 1).

(b) **Privacy and marketing consents:** by entering into an Agreement for the provision of mobile services, you consent to allow us to disclose to our Supplier or its Related Companies certain end user details relating to your affairs or personal particulars or carriage services supplied to you (including any listed or unlisted telephone number, address and account history). You also consent to allow our Supplier or its Related Companies to use that information in order to facilitate the supply of carriage services to you by us and by our Supplier, and for marketing purposes. This clause remains subject to clause 13.1 of the Customer Terms (Part 1).

(c) **Liability of our Supplier:** clause 12.3 above applies to our Supplier's liability to you.

(d) **Carriers and carriage service providers:** if your mobile service is cancelled under clause 7.1 of the Customer Terms (Part 1) or clause 11 above because you are or have become a carrier or carriage service provider, the person that cancelled the service (us or our Supplier) will negotiate in good faith with you to enter into a new agreement for the supply of the mobile service, on terms to be agreed.

13 CLAUSES THAT CONTINUE TO APPLY

Section 2 and clauses 8, 11, 12.1, 12.3, 12.4, 12.5, 12.6, 12.7 and 12.8(b) of Section 3 to this Schedule 1 will survive termination or expiry.

14 EXPLAINING WORDS IN PLAIN ENGLISH

To help clarify specific terms or words you've read in this schedule, we're explaining them clearly and simply right here, so you know exactly what they mean.

The following words have the meaning set out below. If a capitalised word isn't defined below, it may have the meaning set out in the Customer Terms (Part 1) instead.

Daily Travel Pass	A fixed-rate international roaming service for zone 1 countries.
EULA	End user licence agreement which sets out terms and conditions that apply to use of third party software made available to you.

Extra Data	As described in your Critical Information Summary (if relevant).
Flight Mode	A setting available in a device to prevent it from connecting to radio-frequency and data services. Also referred to as Aeroplane Mode.
Gigabyte (GB), **Megabyte (MB)** and **Kilobyte (KB)**	Data use (uploads and downloads) is measured in Kilobytes (KB). 1 Megabyte (MB) = 1024 KB and 1 Gigabyte (GB) = 1024 MB.
International Roaming	A service to use the network of overseas mobile carriers when travelling overseas.
Numbering Plan	*Telecommunications Numbering Plan 2015* or its replacement.
Optus	Optus Networks Pty Limited (ACN 008 570 330).
Supplier	In this schedule, our Suppliers include Optus and any other third party supplier who provides services to us to enable the provision of the services described in this schedule.

Attachment A – AGL Mobile fees and rates for international calls, SMS and MMS

The fees and rates below are current as at 8 February 2026 and include GST.

We may change these rates in accordance with our Customer Terms. Get in touch with us to check the most recent rates. Please note that rates are subject to change and the current rates are always published on our website.

For SMS and MMS to standard international landline and mobile numbers, we charge 55¢ for each SMS and 77¢ for each MMS.

For voice calls to standard international landline and mobile numbers, a call connection fee of 40¢ applies to each call. Calls are charged in one minute blocks based on the per-minute rates set out in the table below.

Rates exclude premium numbers, satellite numbers and video calls.

Country	Calls to standard landlines and mobiles (per minute)
Afghanistan	$2.12
Albania	$2.04
Algeria	$1.95
American Samoa	$2.42
Andorra	$2.82
Angola	$2.04
Anguilla	$1.95
Antarctica	$9.92
Antigua & Barbuda	$2.04
Argentina	$1.83
Armenia	$2.63
Aruba	$1.95
Ascension Island	$4.95
Austria	$1.73
Azerbaijan	$1.82
Bahamas	$0.62
Bahrain	$0.90
Bangladesh	$0.87
Barbados	$2.17
Belarus	$2.59
Belgium	$1.86
Belize	$2.52
Benin	$2.13
Bermuda	$0.81
Bhutan	$1.25
Bolivia	$1.61
Bosnia & Herzegovina	$2.38
Botswana	$2.20

Country	Calls to standard landlines and mobiles (per minute)
Brazil	$1.71
British Virgin Is	$2.07
Brunei	$4.11
Bulgaria	$40.22
Burkina Faso	$2.49
Burundi	$2.82
Cambodia	$1.29
Cameroon	$2.53
Canada	$0.40
Cape Verde	$2.92
Cayman Islands	$1.82
Central African Republic	$3.78
Chad	$1.39
Chile	$1.40
China	$1.07
Colombia	$1.03
Comoros	$2.68
Cook Islands	$5.15
Costa Rica	$0.81
Croatia	$1.73
Cuba	$9.52
Cyprus	$0.72
Czech Republic	$2.39
Denmark	$1.42
Democratic Republic of Congo	$2.65
Diego Garcia	$9.00
Djibouti	$3.29
Dominica Islands	$2.20
Dominican Republic	$1.00
East Timor	$14.23
Ecuador	$1.82
Egypt	$1.50
El Salvador	$2.30
Equatorial Guinea	$2.52
Eritrea	$2.82
Estonia	$3.10
Ethiopia	$2.50
Falkland Islands	$4.95
Faroe Islands	$2.72
Fiji	$1.19
Finland	$1.25
France	$0.74
French Guiana	$4.32

Country	Calls to standard landlines and mobiles (per minute)
French Polynesia	$2.65
Gabon	$1.91
Gambia	$3.03
Georgia	$1.40
Germany	$0.74
Ghana	$1.46
Gibraltar	$3.10
Greece	$0.67
Greenland	$5.49
Grenada	$2.20
Guadeloupe	$4.95
Guam	$0.43
Guantanamo Bay	$0.31
Guatemala	$1.10
Guinea Bissau	$4.79
Guinea Republic	$2.20
Guyana	$2.19
Haiti	$2.38
Honduras	$1.82
Hong Kong	$0.57
Hungary	$1.44
Iceland	$2.04
India	$1.20
Indonesia	$0.94
Iran	$1.27
Iraq	$1.12
Ireland	$0.62
Israel	$0.87
Italy	$0.74
Ivory Coast	$2.04
Jamaica	$2.07
Japan	$0.77
Jordan	$0.91
Kazakhstan	$1.43
Kenya	$1.30
Kiribati	$5.18
Kuwait	$0.95
Kyrgyzstan	$1.30
Laos	$0.75
Latvia	$1.75
Lebanon	$1.29
Lesotho	$2.13
Liberia	$2.82

Country	Calls to standard landlines and mobiles (per minute)
Libya	$2.56
Liechtenstein	$3.95
Lithuania	$1.67
Luxembourg	$1.76
Macau	$0.65
Macedonia (FYR)	$2.28
Madagascar	$3.07
Malawi	$1.60
Malaysia	$0.74
Maldives	$2.12
Mali	$2.45
Malta	$2.38
Mariana Islands	$0.62
Marshall Islands	$2.42
Martinique	$3.29
Mauritania	$2.04
Mauritius	$1.27
Mayotte Island	$2.68
Mexico	$1.52
Micronesia	$2.07
Moldova	$1.58
Monaco	$3.05
Mongolia	$1.40
Montenegro	$1.65
Montserrat	$4.97
Morocco	$2.95
Mozambique	$2.11
Myanmar	$2.92
Namibia	$2.12
Nauru	$9.44
Nepal	$2.04
Netherlands	$1.41
Netherlands Antilles	$1.63
New Caledonia	$2.23
New Zealand	$0.51
Nicaragua	$1.95
Niger	$1.35
Nigeria	$1.17
Niue Island	$6.25
Norfolk Island	$8.47
North Korea	$8.49
Norway	$1.32
Oman	$1.85

Country	Calls to standard landlines and mobiles (per minute)
Pakistan	$1.80
Palau	$2.43
Palestine	$1.38
Panama	$1.10
Papua New Guinea	$2.35
Paraguay	$0.94
Peru	$1.42
Philippines	$0.91
Piticairn Island	$2.42
Poland	$1.65
Portugal	$2.61
Puerto Rico	$0.53
Qatar	$1.80
Republic of Congo	$2.04
Reunion	$2.15
Romania	$1.55
Russia	$0.65
Rwanda	$1.58
San Marino	$0.73
Sao Tome & Principe	$8.89
Saudi Arabia	$1.23
Senegal	$2.10
Serbia	$1.22
Seychelles	$1.03
Sierra Leone	$3.37
Singapore	$0.61
Slovakia	$1.69
Slovenia	$3.43
Solomon Islands	$7.46
Somalia	$4.50
South Africa	$0.88
South Korea	$0.97
South Sudan	$3.50
Spain	$1.68
Sri Lanka	$1.03
St Helena	$5.69
St Kitts & Nevis	$2.19
St Lucia	$2.08
St Pierre & Miquelon	$2.57
St Vincent & Bequia	$1.95
Sudan	$0.95
Suriname	$2.01
Swaziland	$1.95

Country	Calls to standard landlines and mobiles (per minute)
Sweden	$1.42
Switzerland	$2.22
Syria	$1.82
Taiwan	$1.00
Tajikistan	$1.41
Tanzania	$2.38
Thailand	$0.90
Togo	$2.65
Tokelau	$6.59
Tonga	$3.23
Trinidad & Tobago	$1.10
Tunisia	$3.72
Turkey	$0.98
Turkmenistan	$1.10
Turks & Caicos Islands	$2.19
Tuvalu	$4.95
Uganda	$1.45
Ukraine	$1.10
United Arab Emirates	$1.30
United Kingdom	$0.55
United States of America	$0.29
Uruguay	$2.02
Uzbekistan	$1.03
Vanuatu	$4.40
Vatican City	$3.03
Venezuela	$1.56
Vietnam	$1.23
Virgin Islands (Us)	$1.24
Wallis & Futuna	$9.28
Western Samoa	$5.50
Yemen	$1.85
Zambia	$2.29
Zimbabwe	$3.17