

iPrimus nbn™ Fibre Connect Program Terms and Conditions

nbn™ Fibre Connect (**'Upgrade'**) is offered in accordance with these Terms and Conditions.

Eligibility

1. You are eligible for the Upgrade if it is available to your selected area and if you have Fibre to the node or Fibre to the curb technology (**'Eligible Customers'**).
2. The installation of FTTP itself is free where the installation is a standard installation determined by nbn co and will be managed by nbn which will require an appointment to install. If additional cabling or electrical work is required at the location where the nbn hardware is to be installed, you must pay for the cost for this work.
3. iPrimus accepts no responsibility for the Upgrade to the extent which it is managed and implemented by nbn. To the extent permitted by law, iPrimus is not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by nbn or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to an Eligible Customer.
4. iPrimus will not be testing the speed of your connection before the Upgrade.
5. During the Upgrade:
 - a. customers with fibre to the node technology will have the Premium, Home Superfast or Home Ultrafast Plans available; and
 - b. customer with Fibre to the curb technology will have the same services made available during the Upgrade excluding the Premium Plan.
6. The provision of your iPrimus nbn™ service will be subject to iPrimus' standard terms and conditions on its website.

Installation

7. If you are deemed eligible for the Upgrade, you will be connected to iPrimus' Premium plan until the installation is completed (**'Transition Period'**). You will pay the Premium plan fee during this Transition Period.
8. Your Upgrade will not be impacted if you wish to downgrade your nbn speed tier during the Transition Period via iPrimus Toolbox or contact 13 17 89.
9. You acknowledge that for the duration of the Transition Period, you may not receive the maximum attainable speed in connection with the Premium plan.
10. If during the Transition Period you do not receive the maximum attainable speed or the Upgrade takes longer than 28 days, you will not be compensated, and you hereby waive any rights to compensation to the extent permitted by law.

Billing

11. Your monthly invoice will be broken up in the following way:
 - a. Your Plan Today; and
 - b. Your Plan After Fibre Upgrade.
12. Your Plan Today is a calculation of your current monthly nbn plan fee including the standard modem fee.
13. Your Plan After Fibre Upgrade is a calculation of your new selected nbn speed plan fee which will appear on your invoice after the Transition Period.

Promotional offers

14. If you're eligible for a promotional offer, it will apply from your first invoice after fibre upgrade is completed and will be removed if you change your plan or cancel your service during promotional period.