

## iPrimus nbn™ Fibre Connect Program Terms and Conditions

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

### Eligibility

1. The Upgrade to Fibre to the Premises (FTTP) is only available to selected areas which **nbn** have identified as eligible for customers with the following technology:
  - a. Fibre to the Node (FTTN); or
  - b. Fibre to the Curb (FTTC),**('Eligible Customers')**.
2. The installation of FTTP itself is free and will be managed by **nbn** which will require an appointment to install.
3. iPrimus accepts no responsibility for the Upgrade to the extent which it is managed and/or 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. The minimum service that is made available by iPrimus for the Upgrade for FTTN will be:
  - a. Premium;
  - b. Home Superfast; or
  - c. Home Ultrafast.
6. The minimum service that is made available by iPrimus for the Upgrade for FTTC will be:
  - a. Home Superfast; or
  - b. Home Ultrafast.
7. The provision of your iPrimus nbn™ service will be subject to iPrimus' standard terms and conditions on its website.

### Installation

8. iPrimus will connect Eligible Customers to the Premium plan until installation is completed (**'Transition Period'**). You will pay the Premium plan fee during the Transition Period.
9. Nbn Co will confirm with iPrimus when the installation is completed.
10. 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.
11. You acknowledge that for the duration of the Transition Period, you may not receive the maximum attainable speed in connection with the Premium plan.
12. 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

13. Your monthly invoice will be broken up in the following way:
  - a. Your Plan Today; and
  - b. Your Plan After Fibre Upgrade.
14. Your Plan Today is a calculation of your current monthly nbn plan fee including the standard modem fee.
15. 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:**

16. 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.