

# Service Descriptions

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These are the Service Descriptions referred to in the Customer Service Agreement for Uniti Group Ltd ABN 73 158 957 889. A reference to "we", "our" or "us" is a reference to the Uniti Group Limited.

## 1. Internet – Residential Plans

- 1.1 This Service Description applies to Opticomm, LBNC Co, OPENetworks, NBN, Red Train and Fixed Line internet plans.
- 1.2 A network termination device will be installed into your Premises and a router is required to access the service. Any cabling that is required in your Premises beyond the network boundary point is your cost and responsibility.
- 1.3 Service speeds can vary due to factors such as the type of technology available with your service, network capacity, local factors such as the performance of your computer equipment including your router and wireless network.
- 1.4 Depending on your contract length, there may be an activation free for your service.
- 1.5 There is no early termination charge (ETC) if you select a "No Contract" option; however, if you have committed to a fixed term contract of 12 or 24 months, if you cancel your service, you will be charged an ETC of \$350 or pay out the remainder of your contract term, whichever is the lesser amount.

## 2. Fixed Wireless

### **Mast and Antenna installation**

- 2.1 When installing our mast and antennae equipment at the Premises (connection point), we may enable the servicing of other nearby customers through that connection point. The services we provide to other customers through that (or any other) connection point will be separate from your Service, and will not impact on the bandwidth or performance of your Service.
- 2.2 As part of your Application you have agreed to comply with our terms and conditions for installations, including the following:
  - (a) you have been shown a photograph of a mast and antennae and have given permission for us to:
    - (i) install a similar mast and antennae on the roof of your Premises
    - (ii) in a location where our field staff and engineers determine is the place best for a signal to be achieved, and
    - (iii) run cabling to a termination point within your Premises;
  - (b) the location of the termination point may need to change from your desired location; and

- (c) if you cancel your installation on the day, due to the visual impact of the chosen position of the mast, or due to the final location of the termination point, then we will charge you the full costs incurred in the cancellation of your installation.
- 2.3 Whilst we will use best endeavours to avoid any damage to your Premises during the installation, it may not be always possible as a result of the type or condition of building materials used in the construction of your Premises. We may require you to supply spare material such as roof tiles, or if asbestos or other dangerous materials are present on your Premises, you will be required to pay for the cost of a qualified tradesperson to work with those materials.
- 2.4 At any time during the Term, we may need to relocate our equipment to another place on your property for technical reasons. If requested, you must provide permission for us to relocate the equipment, and we will not charge any fee for that relocation work.
- 2.5 If you require us to relocate our equipment for aesthetic or other non-technical reasons, you must pay the costs of relocation.
- 2.6 If you decide not to proceed with your Fixed Wireless service after our personnel have attended your Premises to commence installation, you must pay for our costs of the attendance.

#### **Location of wall plate**

- 2.7 Part of the equipment to be installed at your Premises may be a wall plate. This will be located inside your Premises, and this will link your router (inside the Premises) to our Internet connection (outside the premises).
- 2.8 If you nominate where you would prefer our technicians to terminate the service inside of your Premises, our technicians will endeavour to place the wall plate at this location. But if that is not possible, they will discuss alternative locations with you, and they will obtain your consent prior to locating the wall-plate being at that alternative location in your Premises.
- 2.9 If the contract for your Service comes to an end over time or is cancelled either by us or you, we will recover our equipment, but will leave the wall plate in place. You agree expressly that the wall plate will remain after all other equipment is removed.

### **3. 4G Home Wireless Broadband**

#### **Rules of Use**

- 3.1 The 4G home wireless broadband service is supplied by Optus and the terms of the [Optus Fair Go Policy](#) will apply.
- 3.2 You may not resell or resupply this Service.
- 3.3 You should only use the router that is supplied with this Service. We do not warrant that the Service is compatible with other devices.

#### **Coverage**

- 3.4 This Service is only available in selected areas covered by the Optus 4G Network. There is no warranty that:
  - (a) the Service is available in each place within an area where there is coverage;
  - (b) 'drop-outs' will not occur;
  - (c) there will be no delays in transferring data when switching between bearer networks, and
  - (d) there will be no congestion on the Optus 4G Network.

3.5 If you relocate, the Service may not be able to continue at your new address.

#### **Optus and its rights as a supplier**

3.6 If our agreement with Optus is terminated, Optus may arrange to supply the Service directly to you. You acknowledge that the rate plan applicable to the provision of Services to you may be altered to the nearest applicable Optus rate plan in the event that the rights and obligations under this CSA are assigned or novated to Optus so that Optus provides the Service directly to you.

3.7 We may assign or novate all or part of our rights and obligations to Optus without your consent. You cannot assign or novate all or part of your rights and obligations under this Agreement other than in accordance with this section. For the purposes of novation, you agree to novate this Agreement to Optus on receipt of a notice from us or Optus, such novation to be on terms no less favourable than the terms of this Agreement.

3.8 You consent to allow us to disclose to Optus (and its Related Corporations) your details including information relating to the affairs or personal particulars (including any listed or unlisted telephone number, address and account history) or carriage services supplied to you.

3.9 Optus is not liable to you (in contract, tort including negligence, or otherwise) in relation to the Service supplied to you, any delay or any failure to provide the Service.

#### **Carriers and Carriage Service Providers**

3.10 You warrant that you are not a carrier or carriage service provider (as those terms are defined in the Telecommunications Act). If you become a carrier or carriage service provider, then we or Optus may immediately cancel the Service by notice to you. If this occurs, the notifying party will negotiate in good faith with you to enter into an agreement governing supply of the Service, on terms to be agreed.

## **4. 5G Home Wireless Broadband**

#### **Rules of Use**

4.1 The 5G home wireless broadband service is supplied by Optus and the terms of the [Optus Fair Go Policy](#) will apply.

#### **SIM Cards and Hardware**

4.2 You should only use the Optus supplied 5G Home Broadband Device (Device) with the Service. If a SIM is used in a device which has not been supplied by Optus, the Service will not work.

4.3 We do not warrant that the Service will work as specified if you are using a Device in an area in which the Service is not available.

#### **Coverage, Network and Data Transfer Speeds**

4.4 The Service is only available in selected areas covered by the Optus 5G Network. In the event of an interruption to the Service affecting its ability to connect to the Optus 5G Network, the Service may continue to operate on the Optus 4G Network (if available) depending on the nature of the interruption to the service.

4.5 We do not warrant that the Service will work as specified if you are using a Device in an area in which the Service is not available.

4.6 In areas that the Service is available, we do not warrant that:

- (a) the Service is available in each place within an area where there is coverage;
- (b) "drop-outs" will not occur;

- (c) there will be no delays in transferring data when switching between bearer networks; and
  - (d) there will be no congestion on the Optus Mobile Network including the Optus 5G Network.
- 4.7 If you wish to relocate from the address you originally provided for the supply of your Service (Nominated End User Address) to a new service address, and if the Service is not available at the new address after we have conducted a serviceability check, you may either cancel the Service in accordance with the terms and conditions of your plan, or access an alternate Optus broadband service utilising a different access method.

#### **Network handover**

- 4.8 Your Device may conduct a handover between the different frequencies on the Optus 5G Network (if available) to maintain your connection during data transmission. If the network to which you are connected becomes congested and there is no other network available, your connection may drop out or the internet speed may slow.
- 4.9 During handover between frequencies there may be a short period of time (up to 20 seconds) during which data does not transfer.

#### **Using the service**

- 4.10 You must not connect to the Service other than at the Nominated End User Address. If we detect that the Device has been or is being used at a different location other than at the Nominated End User Address, we reserve the right to suspend or cancel your Service (and you will be liable for any subsequent charges resulting from the suspension or cancellation).
- 4.11 Optus may collect information about the use of the service to enable Optus to monitor service performance, identify service outages and assess capacity at the network level.
- 4.12 The Service does not support fixed line telephony, medical alert or alarm services, back-to-base home alarm systems or other mission critical applications.
- 4.13 Optus will provide you with an IP address to connect to the Service. This IP address remains Optus's property and may change from time to time without any notification to you.

## **5. Internet - Business Fibre Plans**

- 5.1 Business Customers will receive a dedicated fast-track through our helpdesk and customer service and minimum response times.
- 5.2 In the event of a fault or ongoing fluctuation, we will use best endeavours, to:
- (a) acknowledge or advise fault on service – within 2 business hours from the time of the fault or disruption being reported, provide a response which describes and explains the fault or disruption, and describes the steps taken to repair and restore the service; and
  - (b) provide updates on fault – if you request our customer service team to do so, every 4 business hours from the time of the fault or disruption being reported, provide updates to SLA service customers on the progress of efforts to restore your Service; and
  - (c) restore service after fault resolved – restore your Service to speeds quoted:
    - (i) for faults requiring desk-top analysis and solution, within 1 business day from the time of the fault or disruption being reported;
    - (ii) for faults requiring on site attendance and either repair, replacement or reconfiguration of equipment, within 5 business days from the time of the fault or disruption being reported.

5.3 If we are unable to achieve these targets, you may be eligible for a credit pro rata in accordance with the applicable rates for your Service.