

Terms & Conditions: Kogan nbn™ Plans

1. What Terms and Conditions Apply to my Kogan nbn™ Product?

- (a) This document sets out terms and conditions that apply to Kogan nbn™ contracts and products (collectively, “the **Products**”).
- (b) The terms and conditions that will apply to your Product or Products are:
 - a. All the terms and conditions provided to you when you agree to purchase a Product including the terms and conditions contained in this document and any terms and conditions contained in any application form you complete when purchasing a Product; and
 - b. All the terms and conditions contained in the Vodafone Standard Form of Agreement (**SFOA**), which is available at koganinternet.com.au/legal (collectively, the “**Terms**”).
- (c) When you agree to purchase a Product, you accept the Terms. Your contract commences on your acceptance of the Terms, however any minimum contract term which applies does not commence until your Service is activated.
- (d) The Products are available through the NBN Service (defined below in Section 2) and are provided by Vodafone Hutchinson Australia Pty Ltd as supplied by NBN Co Limited (“NBN”).
- (e) These Products have a minimum one month connection period and recurring monthly Plan fee will be charged until you cancel. You will be charged on a pro-rata basis if you choose to cancel. This is detailed below in section 3 of these Terms. There are no early termination payments for these Products.
- (f) Vodafone’s Fair Use Policy applies to any unreasonable use of Plan inclusions. This includes use of any “unlimited” or “infinite” data offerings. See koganinternet.com.au/legal
- (g) The Terms may be changed from time to time. Vodafone will comply with relevant laws, regulations and industry codes if it makes any such changes.
- (h) For more information, call Kogan Internet on 1300 010 400 (standard call charges will apply) or visit koganinternet.com.au

2. Important Things you Need to Know

Availability

- (a) The Products are available through the following Services:
 - a. NBN Service:
 - i. Kogan nbn™ is a fixed broadband data-only Service (“NBN Service”) that allows you to send and receive data (including access to the internet and internet content) via the National Broadband Network (‘NBN Network’). The NBN Service is not available in all areas or premises and is subject to a service qualification check which will be discussed with you when you sign-up to an eligible Product. The possible technologies used to deliver the NBN Service will depend on the connection between your premise and the NBN Network which may include:
 - 1. the NBN Fibre to the Premises (FTTP) Service – This Service type uses a fibre cable that connects the NBN Network from the nearest available node directly to your premises. This Service requires a Network Termination Device (“NTD”) to be installed inside your home which must be installed by an NBN technician and requires power to operate;
 - 2. the NBN Fibre to the Base (FTTB) Service – This Service type is typically used if you live in an apartment block or a similar type of building. A fibre cable is connected to the building’s communications room and existing technology within the building is then used to connect the NBN Service to each apartment;
 - 3. the NBN Fibre to the Node (FTTN) Service – This Service type uses the existing copper wires to connect from a nearby FTTN cabinet or node to your premises;
 - 4. the NBN Hybrid Fibre Coaxial (HFC) Service – This Service type is typically used where the existing pay television or cable network can be used to connect to the NBN Service. The fibre will run from the nearest node to your premises. This Service requires an NTD to be installed inside your home which must be installed by an NBN technician and requires power to operate;
 - 5. the NBN Fibre to the Curb (FTTC) Service – This Service type uses the existing copper wires to connect from a fibre connection close to your premises.
 - ii. You may only use the NBN Service in one location over the Vodafone network. Unless otherwise stated, only one Product can be used per connection to the Vodafone network.
 - b. The Products are for personal use only by approved customers and are not available to business/corporate and commercial customers.
 - c. The Products referred to in the Terms are only available with an approved device provided to you at the time of purchase.
 - d. The Products are available online via koganinternet.com.au.
 - e. The Products are available to approved customers who provide valid identification.

Factors affecting availability and performance

- (a) There are several factors that may affect the availability and performance of certain Products for the following Services:
 - a. NBN Service:

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- i. The Product that you choose will determine the access connection speed for the NBN Service. This is the maximum connection speeds provided to us by NBN. The relevant maximum connection speed for your Product is detailed in the table below titled '*Minimum monthly spend and minimum contract terms for Kogan nbn™ Products.*'
- ii. The theoretical maximum connection speeds available to you are as follows:
 1. NBN 25 Product: 25Mbps (for downloads) and 5 Mbps (for uploads);
 2. NBN 50 Product: 50Mbps (for downloads) and 20Mbps (for uploads); and
 3. NBN 100 Product: 100 Mbps (for downloads) and 40 Mbps (for uploads).
- iii. The actual speeds for the NBN Service are variable and you will typically experience slower speeds than the theoretical maximum connection speed available.
- iv. The performance and speed of your NBN Service depends on number of factors which include but are not limited to: choice of Product, location, the number of devices connected to your network, modem type, quality and positioning, Wi-Fi performance, in-building wiring, content accessed, the NBN technology used to deliver the NBN Service, how much capacity Vodafone has purchased from NBN, our network and internet traffic demand.
- v. During peak usage times are between 7-11pm (inclusive), seven days per week you will experience speeds below the theoretical maximum connection speed available. Further, you will likely also experience lower speeds than the theoretical maximum connection speed during off peak usage times. Please refer to our Speed Guide page available at: <https://goo.gl/tcbDrN> for more information on speed.
- vi. For FTTB, FTTN and FTTC technologies, theoretical maximum attainable speeds vary and will be confirmed once you are connected to your NBN Service. If after connection your plan is not supported by the theoretical maximum attainable speed available then we will contact you with more information and provide you with other options.

Data Services

- (a) Your use of the internet
 - a. Once you are connected to the NBN Service and have set up the Kogan Internet Modem or other Compatible Modem you will be continuously connected to the internet and using data. Data usage includes both data you send (upload) and receive (download).
 - b. Your use of the NBN Service and accessing data is subject to the Vodafone Fair Use Policy.
 - c. Subject to your rights under the *Competition and Consumer Act 2010* or other relevant legislation (*including the Australian Consumer Law*), Vodafone does not make any warranty regarding any software or data provided to you, including with respect to how that software or data operates on your computer or interacts with your other applications.

3. Terms for my Kogan Bronze nbn™ Unlimited plan, Silver nbn™ Unlimited plan, and Gold nbn™ Unlimited month-to-month plan?

Installation and Appointments

- (a) The Installation process for your NBN Service will vary depending on the Service technology type available at your premises. We will inform you of the process for installation at your premises when you sign-up to a Product. This process will either be 'Self-Installation' or 'Assisted Installation.' For Self-Installation you will not require an NBN technician to attend your premises for installation. For Assisted Installation we will organise for an NBN technician to attend your premises to install the NBN Service. The technician may have to install specific equipment or infrastructure detailed further below under *Equipment and Cabling*. If you require Assisted Installation by an NBN technician, they will need access to your premises.
- (b) Regardless of which installation process is applicable to you, we will notify you that your service has been activated and you can then connect to the NBN Service with your Kogan Internet Modem or other Compatible Modem.
- (c) If you wish to reschedule an appointment, you must provide us with at least 24 hours' notice. If you do not provide us with this notice or you miss a scheduled appointment you may be charged a late cancellation or missed appointment fee. These are discussed further below under *Rates and Charges*.
- (d) We may also reschedule an appointment with you and will aim to give you reasonable notice of any change to appointment date and time. We are not solely responsible for installation or repair of your NBN Service and as such cannot guarantee that your appointment will go ahead at the agreed date and time. We will work with NBN to try to reschedule at a date and time that is suitable to you.
- (e) We do not offer Professional or Non-Standard Installations.
- (f) Where NBN advises that you have additional installation requirements such as trenching or other works in order for installation to be completed, you will be responsible for arranging and paying for these works directly via a qualified third party. NBN, Kogan or Vodafone are not responsible for these costs.

Access to Premises and Consent

- (a) If you require Assisted Installation by an NBN technician or for any NBN appointment, you must be present or have an authorised representative aged 18 years or over to be present.

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- (b) You must also provide consent for NBN to access your premises to supply the NBN Network, install, inspect, maintain, upgrade, repair, reinstate, remove, disconnect or perform any other necessary work. If you do not own the premises you must obtain consent from the owner or if your premises is subject to strata title you must obtain strata approval. You must also notify us if consent is withdrawn during your contract period.

Equipment and Cabling

Impact to existing devices, equipment or technology services

- (a) When you connect to the NBN Service, depending on the Service technology type at your premises, you may lose your existing home phone line service and any existing email accounts you may have with another internet provider. Further, certain devices, equipment or services may be impacted and no longer operate including but not limited to, medical devices or alarms, security alarms, EFTPOS machines, lift emergency phones, fax services and existing pay TV services.
- (b) Please contact the device or equipment manufacturer or service provider if you are unsure if you will be impacted. We do not offer Priority Assistance.

Required equipment

- (a) Depending on your Service technology type you may need specific NBN equipment or infrastructure installed at your premises in order to access the NBN Service.
- (b) If your premises has not been already connected to an NBN Service, NBN may have to install a NTD into your premises or you may be provided with an additional device to connect to your Kogan Internet Modem or other Compatible Modem. This NTD and your modem must be connected to your power supply. If the power supply is turned off or is not operational, your NBN Service will not work. We do not offer a Battery Backup service.
- (c) If relevant, it is your responsibility to connect your Kogan Internet Modem or other Compatible Modem to the NTD provided by NBN once this is installed.
- (d) If NBN equipment or infrastructure is required to be installed then this will be actioned during your installation appointment.
- (e) When you sign up to a Kogan NBN Plan you may elect to purchase the Kogan Internet Modem for an upfront cost or you may elect to supply your own or bring your own ('BYO') Compatible Modem. A Compatible Modem must comply with the minimum specification requirements which are available on the Kogan Internet website. You will need to supply your own Compatible Modem or purchase the Kogan Internet Modem in order to use the Product.
- (f) If you choose to purchase the Kogan Internet Modem this charge will appear on your bill.
- (g) Kogan Internet is not required to provide you with technical support if you use non-Kogan Internet supplied data service access hardware (such as your own Compatible Modem), although Kogan Internet may do so at its discretion.
- (h) The Kogan Internet Modem can operate with a maximum of 50 compatible Wi-Fi enabled devices at any one time. For other factors that affect speed please see *Section 2: Factors affecting availability and performance* above.
- (i) It is your responsibility to confirm that data service access hardware (including any modem that you use) is compatible with each PC, laptop or other computing or Wi-Fi compatible device that you will use your Product with (if appropriate).

NBN Service faults

- (a) We do not guarantee uninterrupted NBN Service as there are many factors outside our control that may affect the quality and availability of your NBN Service such as power outages.
- (b) NBN may also perform maintenance or other repair work that may interrupt or impact your connection from time to time.
- (c) If you are experiencing problems with your NBN Service please contact Kogan Internet and we will determine if it is a fault that requires NBN to investigate.

Sharing

- (a) Your Product(s) does not share data with your Kogan Mobile Product (if applicable).

Rates and charges

NBN Service charges

- (a) Details of the rates and charges, including any minimum spends which apply to the Products are contained in these Terms. The minimum total spend over the contract term is calculated by multiplying the minimum monthly spend by the contract term plus any once-off charges such as the Kogan Internet Modem or installation or setup costs These charges will appear on you first bill following service activation.
- (b) The Products include unlimited broadband data to use via the NBN Service.
- (c) You will be charged for your Product at the rates set out in the table below once your NBN Service is activated.

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- (d) Unless otherwise stated, the table below titled '*Minimum monthly spend and minimum contract terms for Kogan nbn™ Products*,' specifies the minimum monthly spend, minimum contract term and NBN product that is relevant for your Product. Each charge is rounded up to the nearest cent before GST is included.
- (e) Unless otherwise stated, rates specified for the services are GST inclusive.
- (f) All rates and charges are subject to change. Kogan Internet and Vodafone will comply with relevant regulations and industry codes with respect to such changes.

NBN charges

- (a) In addition to the NBN Service charges for your Product, NBN will charge a New Development fee to Vodafone to connect your premises if NBN identify that you reside in a new development. If this applies to you, we will apply a one-off charge of \$300 to your first bill following activation of the NBN Service at your premises.
- (b) NBN may also charge Vodafone for other miscellaneous charges such as:
 - a. Missed Appointment charge – This applies if you are not present at your premises at the agreed appointment date and time;
 - b. Cancelled Appointment charge – This applies if you cancel your appointment less than 24 hours before the agreed appointment date and time;
 - c. Subsequent installation charge – This applies if a further installation appointment is required;
 - d. No Fault Found charge – This applies if either:
 - i. An NBN technician attends your premises and does not find a NBN related fault, i.e. a fault between your premises and the node (or relevant point of interconnect).
 - ii. An NBN technician does not attend your premises but remotely establishes that there is a non NBN related fault.
- (c) If NBN charge Vodafone we will pass these on to you plus any administrative costs that Vodafone incur in providing you with assistance or arranging an appointment with NBN. These charges will appear on your bill.
- (d) We will endeavour where possible to notify you of these charges when you make an appointment or before NBN complete the work. NBN will perform the work in circumstances where we can obtain your consent and you agree to pay these charges.
- (e) Unless otherwise stated, rates specified for the services are GST inclusive.
- (f) All rates and charges are subject to change. Kogan Internet and Vodafone will comply with relevant regulations and industry codes with respect to such changes.
- (g) For more information on these charges, call Kogan Internet on 1300 010 400 (standard call charges will apply) .

Moving plans

- (a) You may change from one Product to another Product once per monthly bill period by calling Kogan Internet and agreeing to the terms and conditions of the new Product.
- (b) Please refer to *Billing* below for more information on how moving plans will appear on your monthly bill.
- (c) Any product change will take effect immediately.

Transfer of NBN Service from another provider

- (a) If you have an existing NBN Service with another provider and wish to transfer that service to us, it is your responsibility to check with your provider with respect to any early termination payments or other services or discounts that you may lose as a result of transferring the service.

Moving location

- (a) The NBN Service may not be available if you move from your premises to another location. You will need to contact us to check the service availability at the new location and notify us if you wish to set up your service at a new location.
- (b) If your NBN Service can be transferred to another location, your existing Product Terms will still apply and you will continue to be charged for the Service. If you move to a new development you will be required to pay the \$300 New Development charge.
- (c) If your NBN Service cannot be transferred to another location during your contract period, you will be required to provide satisfactory proof of your new address.

Payment terms

- (a) When you sign up to a Kogan nbn™ Plan you will be required to provide your credit card details for Direct Debit. There is no other payment option available.
- (b) Your minimum monthly spend plus any applicable additional charges will be debited from this nominated credit card at least 3 business days from the date of issue of your bill.
- (c) Any credit card changes for Direct Debit must be made at least 1 business day before payment is due.
- (d) If we are unable to debit your credit card a Late Payment Fee of \$15 as set out in Section 3 of the SFOA may apply and we will contact you to arrange payment of your invoice and the Late Payment Fee, if applicable, within 5 business days.
- (e) If payment remains outstanding, your NBN Service will be suspended unless you contact us within 30 days to arrange reactivation. A \$15 reactivation fee will apply, in addition to all outstanding charges on your account. If you do not contact us within this period your account and associated NBN Service will be terminated. Please see koganinternet.com.au/legal for more information on payment terms.

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Billing

- (a) In your first bill, you will be charged your minimum monthly spend for the following month and if applicable, the once-off charge associated with the Kogan Internet Modem detailed below. Your first bill will also include a prorated amount from the date of NBN Service activation to the end date of your bill period. For example, if your NBN Service is connected on the 15th and your billing period ends on the 30th, you will see a prorated charge for this period, plus a month in advance.
- (b) You will be billed on a recurring monthly basis until you notify us that you wish to cancel.
- (c) If you change your Product during your bill period you will be refunded your Product fee for the remainder of the month on a pro-rata basis and you will be charged your new Product fee calculated on a pro-rata basis for the remainder of the month.
- (d) If you change to a higher value Product, your new plan and associated maximum connection speed will begin immediately. If you change to a lower value Product, your new plan and associated maximum connection speed will begin immediately.
- (e) If you cancel your service, your final bill will include a prorated amount based on the date of NBN Service disconnection and the end date of your current bill period. Depending on your billing period and the date of disconnection, this may include a prorated refund of your Product fee.
- (f) You may choose to purchase additional Products (including the Kogan Internet Modem) from time to time. Charges for these Products will be applied to your bill.
- (g) Paperless billing is the default bill method for Kogan Internet customers. You will receive your bill each month by way of email. You will need to provide a valid email address at the time of sign-up in order to receive this bill.
- (h) Kogan Internet will provide paper bills without charge to disabled or disadvantaged customers. Otherwise, Kogan Internet will not provide paper bills except in special circumstances, in which case, at its discretion, Kogan Internet may charge \$2.20 per paper bill.

Support

- (a) We provide support for installation, disconnection, problems with your NBN Service and problems with your Kogan Internet Modem. We may not provide support for problems with other Compatible Modems or devices.
- (b) Where we are unable to assist you immediately we will refer the problem to NBN and inform you of the next course of action as soon as possible.
- (c) If you are experiencing difficulty with your NBN Service you can call Kogan Internet on 1300 010 400 (standard call charges will apply) You will not need to communicate with NBN directly if you require support.

Minimum monthly spend and minimum contract terms for Kogan nbn™ Products:

| Plan name | Minimum Monthly Spend | Minimum term | Total minimum cost | Total minimum cost with modem included | NBN Product |
|--|-----------------------|--------------|--------------------|--|-------------|
| Kogan nbn™ - Month to Month Plans | | | | | |
| \$58.00 Kogan Bronze Unlimited Plan | \$57.90 | 1 month | \$57.90 | \$126.90 | NBN25 |
| \$65.90 Kogan Silver Unlimited Plan | \$65.90 | 1 month | \$65.90 | \$134.90 | NBN50 |
| \$85.90 Kogan Gold Unlimited Plan | \$85.90 | 1 month | \$85.90 | \$154.90 | NBN100 |

Please note, as discussed above in *Section 3: Required equipment*, if you elect to purchase the Kogan Internet Modem either during sign-up to a Product or during the term of your contract there will be an additional cost of \$69.

4. Kogan nbn™ rates

What is Payable from my Kogan Bronze nbn™ Unlimited plan, Silver nbn™ Unlimited plan, and Gold nbn™ Unlimited month-to-month plan?

Your Plan Allowance

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As your NBN Service is a data-only service, your plan allowance only includes unlimited data and as such you will not be charged any additional amount for use of that service. This does not include the charges that NBN may pass on to us which we then pass on to you, detailed above under *Rates and Charges*. Any other telecommunications service (i.e. calls, text, international roaming etc) is excluded from this service.

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