

2026

VINE DIRECT PTY LTD STANDARD FORM OF AGREEMENT



VINE NETWORKS
connecting people faster



1. ABOUT THESE TERMS AND CONDITIONS

- 1.1 Under the Telecommunications Act 1997, VINE DIRECT PTY LTD ('VINE') may contract with its customers either on an individual basis or by way of a standard form of agreement ('SFOA'). VINE has chosen to supply Services to You by way of a SFOA. The terms and conditions constituting VINE's SFOA are set out below. When You acquire a Consumer Service from VINE, these terms and conditions will apply to You.
- 1.2 **The VINE SFOA is divided into the following sections:**
- a) General Terms and Conditions; and
 - b) Specific Service Terms and Conditions which include the general features, types of Charges, provisioning and maintenance which apply to a specific Service.
- 1.3 To understand Your rights and obligations You need to read the General Terms and Conditions, together with the Specific Service Terms and Conditions which relate to the Service which You acquire from Us.
- 1.4 To the extent that there is any inconsistency with the General Terms and Conditions and the Specific Service Terms and Conditions, the Specific Service Terms and Conditions apply.
- 1.5 **When You sign up for a specific Service plan with Us, there will be terms and conditions relating to that specific Service plan including details of the contract period, if any, and specific pricing details. These specific Service plan terms and conditions are set out on the VINE web page and contain the details of the relevant Service. You will also first have to agree to these terms and conditions:**
- a) Verbally if You sign up to a particular Service via the telephone; or
 - b) on the VINE Internet site, before We will agree to provide You with that specific Service. Your contract with Us will also include the specific Service plan terms and conditions.

2. BECOMING A VINE CUSTOMER

- 2.1 **When You ask Us to provide a Service, We decide whether to supply it to You based on:**
- a) the Service to be provided;
 - b) Your eligibility for the Service;
 - c) its availability to You; and
 - d) You meeting Our credit requirements.
- 2.2 The contract between Us and You begins when We accept Your application for the supply of a Service.

NO CONTRACT TERM FOR A SERVICE

- 2.3 If We provide a Service to You without a fixed contract term, We will provide the Service in accordance with this SFOA and the terms and conditions for the specific Service plan until the Service is cancelled under clause 10 below.

SERVICE WITH CONTRACT TERM

- 2.4 **If We provide a Service to You with a fixed contract term, We will provide the Service to You in accordance with the SFOA and the terms and conditions for the specific Service:**
- a) for the fixed contract term; or
 - b) Until the specific Service is cancelled under clause 10 below.
- 2.5 If neither You nor We cancel the specific Service at the end of the fixed contract term or if the specific Service is not cancelled under clause 10 below, We will continue to provide the Service on a month to month basis in accordance with this SFOA and the Specific Service Terms and Conditions.
- 2.6 If You do not wish to continue to use the specific Service on a month to month basis after the end of the fixed contract term, You must give Us 30 days notice of Your intention to cancel the specific Service. We will notify You at least 45 days before the end of any fixed contract term to give You sufficient time to decide whether to continue the Service on a month to month basis.

HOW WE PROVIDE WHOLESALE SERVICES TO SERVICE PROVIDERS

2.7

Terms and Conditions:

This document sets out the terms and conditions on which Vine provides wholesale services to service providers. Where a Service Provider utilises Vine’s wholesale network, it is deemed to have accepted these terms and conditions:

1. Vine provides access to its wholesale network’s to enable service providers the ability to fully own all points of communication with a service provider’s end-user. This is to ensure that the end-user experiences a simplified and streamlined experience when they order service(s) that are to be connected to Vine’s wholesale network. The service provider acknowledges that they must act in good faith in respect of this objective.
2. Service provider acknowledges that they are solely responsible for all communication with its end-user. The service provider agrees that they are unable to attribute fault or issue to Vine when communicating with the end-user. Unless agreed between Vine and service provider, Vine will not engage with the end-user unless or until Vine is required to do so, such as where a Vine technician (including suitably qualified sub-contractor) visits end-user’s premises.
3. Vine maintains and reserves the right to suspend a service provider’s access to Vine’s wholesale network on 20 business days’ notice where the service provider repeatedly fails to comply with its obligations under section 1 and/or 2 (above) of these terms and conditions. Prior to suspending a service provider’s access, Vine must provide a written list (**Notice**) to service provider of the service provider’s failures. Where the service provider has not rectified the underlying issues or failures in its processes or communications with end-users within a reasonable period of time, and they have been provided Notice, Vine may suspend the Service Providers access under this section. Where a failure contemplated by these terms and conditions occur, Vine will work with service provider to rectify these issues and will not issue a Notice to Service Provider unless the service provider is not assisting or taking reasonable steps to rectify these issues or failures in a timely manner.
4. Vine will directly invoice the service provider for:
 - a. Any new connection charge, and associated fees, for connecting end-user’s premises to Vine’s network;
 - b. Any missed appointment or return visit fees; and

any fee invoiced under this section must be paid by service provider directly to Vine.
5. All services, products and/or methods of manufacture are considered confidential information of Vine, and the service provider must comply with all confidentiality obligations under any agreement service provider enters into with Vine.
6. Vine reserves the right to change, amend, or update, these terms in accordance with any notification obligations located in Legal – Vine Networks. Where Vine exercises it’s right under this section, the notice must be provided in writing;
7. Where a Service Provider requests to use Vine wholesale networks to provide you with Services, Vine must provide a written response within 28 days stating whether Vine can provide the requested services; and
8. Nothing in these terms and conditions limits, alters, or excludes any rights and liabilities that Vine has either under contract or at law.

3. HOW WE COMMUNICATE

3.1

We prefer to communicate with Our customers by email or through Our website. Unless You request printed invoices, for which We may charge a fee. We make invoices and other notices available through a password-protected secure account management page on Our website at www.vinnetworks.com.au

3.2

The presentation of bills or any other notices may be adversely affected by equipment or conditions beyond Our control. It is Your responsibility to notify Us if the presentation of any bill or notice sent to You is adversely affected. If You fail to pay an outstanding amount because of a presentation problem, We will give a reasonable time to pay any outstanding balance after the presentation problem has been identified before We take any action under this contract.

3.3

If You acquire a Service that includes a primary email address as part of that Service, You agree that:

- a) We may give You notices under this SFOA by sending an email to that address;
- b) It is Your responsibility to check Your email regularly and make sure that Your email facility is capable of receiving emails from Us. (You may contact VINE Customer Support on 13 11 28 if You are having difficulties with Your VINE email account); and
- c) The notice is deemed to have been delivered to You at the time that Our email message leaves Our computer system unless, with 24 hours of sending, We receive a notification that the email has not reached its destination.

4. YOUR RESPONSIBILITIES

- 4.1 Other than in circumstances where We have incorrectly charged You for use of Your Service, You are responsible for and have to pay for any use of Your Service, whether You authorise it or not. As You are in the best position to monitor and control Your account usage, please ensure that You regularly review Your account to ensure that it is not being used without Your authorisation. You can access Our online account management system at www.VINE.com. If You believe that Your account is being used without Your authorisation, please contact us immediately.
- 4.2 If You do not disconnect Your Service when You vacate Your Premises, You have to pay for any use of the Service by later occupants or others. We therefore suggest that You make every effort to ensure the disconnection of Your Service when You vacate Premises.

ACCESS TO PREMISES

- 4.3 We may need access to Your Premises. You agree to provide Us safe access to Your Premises to:
- a) Install Equipment for a Service You have asked for;
 - b) Inspect, test, maintain and repair or replace Equipment; and
 - c) Recover Our Equipment after Your Service is cancelled.
- 4.4 If You do not own Your Premises, You have to get the owner's permission for Us to access the Premises and install any Equipment.
- 4.5 You owe Us the value of Our Equipment as a debt due if We cannot access Your Premises to recover it.

5. USE OF THE SERVICE

- 5.1 Where the SFOA and/or the Specific Service Terms and Conditions state that a Service is provided for a particular purpose, You must only allow the Service to be used for that purpose.
- 5.2 In some circumstances We may monitor usage of Your Service for excessive or unusual usage patterns, but We do not promise to do so. You are responsible for monitoring the use of the Service.
- 5.3 You may not use a Service to commit an offence or allow anybody else to do so.
- 5.4 You are responsible for ensuring that no one interferes with the operation of a Service or makes it unsafe.
- 5.5 You must follow Our reasonable instructions if We determine that Your use of a Service interferes, or threatens to interfere, with the efficiency of Our Network or Our suppliers' Networks.
- 5.6 You must follow Our Acceptable Usage Policy when using Our Services. These policies can be found at <http://www.vinenetworks.com.au/legal>
- 5.7 In calculating usage, 1GB (Gigabyte) is equal to 1000MB (Megabytes) and 1MB is equal to 1000KB (Kilobytes).

6. LIABILITY

- 6.1 **OUR LIABILITY TO YOU**
- a) As Your Service is provided to You for personal, domestic or household use, We do not accept liability for losses that result from the use of Your Service in connection with the conduct of a business;

- b) We are liable to You for breach of contract or negligence under the principles applied by the courts, and subject to clause 6.2 below;
- c) We are not liable for any loss to the extent that it is caused by You, for example through Your negligence or breach of contract;
- d) We are not liable for any loss to the extent that it results from Your failure to take reasonable steps to avoid or minimise Your loss; and
- e) Subject to clause 6.2 below, We are not liable for any loss caused by Us failing to comply with Our obligations in relation to Your Service where that loss is caused by events outside Our reasonable control, such as failure in Equipment that is not owned by Us, an industrial strike or an act of God.

Our goods come with unconditional guarantees under consumer protection legislation, including that they will be reasonably fit for their purpose and match any description or sample, and Our Services come with unconditional guarantees that they will be rendered with due care and skill and be reasonably fit for their purpose. Subject to clause 6.1(c), You are entitled, at Your option, to a refund, repair or replacement of the goods or Service for a major failure and for compensation for any other reasonably foreseeable loss or damage.

YOUR LIABILITY TO US

- 6.3** You are liable to Us for breach of contract or negligence under the principles applied by the courts. However, You are not liable to Us for any loss to the extent that it is caused by Us, for example, through Our negligence or breach of contract.
- 6.4** The provisions set out in this clause 6 will continue unaffected by cancellation or suspension of Your Service.

7. MAINTENANCE AND REPAIR OF SERVICES

GENERAL MAINTENANCE OF THE SERVICE

- 7.1** We will use reasonable care and skill in providing the Services. Given the nature of telecommunications systems, including Our reliance on systems, Equipment and services that We do not own or control, We cannot promise that Our Services will be continuous and fault free. This does not affect Your rights under the statutory warranties as described in clause 6.2.

MAINTAINING THE SERVICE

- 7.2** Unless We advise You otherwise, We maintain the Services for as long as they are offered to You.
- 7.3** In certain circumstances We are required to repair any faults to the VINE Home Phone Services within certain regulatory timeframes. For further details read the Customer Service Guarantee for Standard Telephone Services which can be found at <https://www.vinenetworks.com.au/legal>

EQUIPMENT

- 7.4** Where You use Equipment that does not belong to Us in the course of utilising Our Service, You are responsible for maintaining and repairing that Equipment. We will not be responsible for any faults resulting from Your failure to maintain and repair that Equipment.
- 7.5** Where Your Equipment causes a fault in Your Service that We need to repair, We can charge You a call-out fee and Our reasonable Charges for repairing the fault. We will tell You the amount of the call-out fee and the hourly rates We charge for repairing faults before We start work.
- 7.6** You are responsible for any Equipment at Your Premises, including any that belongs to Us. You must pay Us for any loss or damage to Our Equipment at Your Premises, fair wear and tear excepted.

YOUR EQUIPMENT

- 7.7** You must only connect equipment that complies with relevant technical standards and other relevant requirements. For these standards see the website of the Australian Communication and Media Authority: www.acma.gov.au
- 7.8** You must make any reasonable changes to Your equipment when We ask You to do so to avoid any danger or interference

7.9 You must advise Us of any changes to Your equipment and/or telecommunications services that may affect Our ability to provide Services to You.

8. CHARGES AND PAYMENT

CHARGES

8.1 The Charges payable for Our Services are set out on the web page setting out the plans for those Services and can be found at www.vinenetworks.com.au

8.2 The Charges payable for Our Services are set out on the web page setting out the plans for those Services and can be found at www.vinenetworks.com.au

When You apply for a Service from Us We will go through the Charges for that specific Service with You. Some of these Charges will be fixed for the duration of a fixed contract term, for example monthly access fees. Some Charges will be subject to change without notice. International calling Charges or Charges for calling certain numbers (such as 1300 numbers) change from time to time - You can always find the current rates on Our website. You are required to pay some particular Charges in advance.

8.3 If You use Our Service to access a service provided by someone else, and We are charged for that other service, You must pay Us for that other service

BILLS

8.4 You can access Your current Charges at any time using the account management tool available at www.myaccount.vinenetworks.com.au

8.5 We also issue bills setting out the Charges for Your Services regularly and these bills are sent to You using an agreed billing notification method

8.6 There may be circumstances where for credit management and usage monitoring purposes We issue an interim bill

8.7 We try to include all Charges relating to a billing period on a bill. Where that does not happen, bills may include Charges from previous billing periods. We may not set out Charges that were incurred more than 160 days prior to the date of a particular bill

8.8 We try to ensure that Our bills are accurate and verifiable. Our records are sufficient proof that a Charge is payable unless Our records are shown to be incorrect

DIRECT DEBIT AND CREDIT CARDS

8.9 We prefer to process payment for Our Services by way of debiting Your credit card or direct debit account

8.10 It is Your responsibility to ensure that You have sufficient credit or funds available in Your bank account or credit card to pay the bill

LATE OR DISHONoured PAYMENTS

8.11 If You do not pay a bill by its due date, We can charge You a late payment charge as set out in clause 8.18

8.12 If You pay a bill by direct debit and the payment declines, You must also pay Us all fees associated with the direct debit decline other than where We are at fault

8.13 The administrative fees set out in this clause 8 attract GST

8.14 We can also suspend or cancel Your Service provided We comply with Our rights to suspend or cancel Your Service as set out in clause 10 below

ADJUSTMENTS

8.15 We can pay You amounts We owe You by deducting them from amounts You owe Us

8.16 If You pay any Charges in advance, for example monthly access fees, and they are varied or the Service is cancelled, We will refund You any overpayment and You have to pay Us any underpayment. This clause does not detract from any obligations You may have to give notification to cancel a Service, or to pay early termination fees where applicable

GST

8.17 GST, if applicable, is included in all prices that We advertise. However, if there is an increase in the rate of GST, We will notify You and increase Our prices accordingly

CHARGES THAT APPLY TO ALL SERVICES

8.18 **Administrative Charges may apply to Services supplied by Us:**

- a) Printed invoices: If You wish to receive paper invoices from Us, You will be charged a fee per invoice;
- b) Payment by direct debit: If You pay Us by means of direct debit from an Australian bank account, a service fee per transaction applies;
- c) Direct debit declined charge: If a direct debit transaction is not processed successfully, except where caused by Our error or the error of Our supplier, a charge declined transaction will apply;
- d) Debt Collection: Where a payment is due by more than 28 days and We refer the debt to Our lawyers or a third party, a debt collection administration Charge may apply.

8.19 The amount for Our administrative Charges can be found on Our website at www.vinenetworks.com.au In addition, We will have informed You of the exact Charges for printed invoices and payment by direct debit at the time when You sign up to a VINE Service for a fixed contract term. Any changes to the Charges for printed invoices and payments by direct debit will be dealt with as a contract amendment in accordance with clause 11

9. CREDIT CHECKS AND SECURITY BOND

CREDIT CHECKS

9.1 You authorise Us to conduct credit checks and searches and to use the information obtained as a result of these checks and searches to assess Your credit worthiness, so long as in doing so We comply with the Privacy Act

SECURITY BOND

9.2 At any time, We can require You to provide some form of security, for example a security deposit, a charge or bank guarantee, or pay some or all of the Charges for Your Service in advance. We will only do so if We have reasonable concerns about Your credit worthiness or have reasonable grounds for believing that We may not be paid for the Service. In the case of new Services, We can refuse to provide You the new Services until We receive the security. In the case of existing Services, if You do not provide the security within 14 days of Our request, We can restrict, suspend or cancel the Service in addition to any other rights that We may have

9.3 If You cancel all Your Services, We will return the security deposit or advance payment to You less any outstanding Charges owing to Us within a reasonable time

9.4 Our acceptance of any form of security or advance payment does not affect any other rights or obligations under this SFOA

10. CANCELLING OR SUSPENDING YOUR

YOUR RIGHTS

10.1 You may cancel a Service at any time by giving Us 30 days written notice of Your intention to do so

10.2 If You cancel your Service before Your fixed contract term for Your Service has expired, for example, You cancel Your Service 11 months into Your 24 month fixed contract term, We can charge You an early termination fee. The amount of the early termination fee will depend on the Service You acquire and when You terminate, and will be set out on the web page containing the plans for Your Service and in the Specific Service Terms and Conditions for Your Service at the time of signup. These can be found at www.vinenetworks.com.au In addition, We will have informed You of the exact early termination fee at the time when You sign up to a VINE Service for a fixed contract term

10.3 If You cancel a Service before We have provided it to You, We can charge You any reasonable costs We incurred while preparing to provide the Service to You

MATERIAL BREACH BY US

10.4 You may cancel Your Service at any time if:

- a) We are in material breach of the SFOA, for example We fail to use reasonable care and skill in providing the Service to You; and
- b) You have told Us in writing of Our material breach and We have failed to remedy it within 14 days of Your written notice; or

- c) The material breach is something We cannot remedy, in which case You can terminate the Service immediately by telling Us

10.5 We will not charge You an early termination fee if You cancel Your Service as a result of Our material breach

YOUR OTHER RIGHTS TO CANCEL

10.6 You can also cancel Your Service by providing Us with reasonable notice if:

- a) We become bankrupt or insolvent or appear likely to do so;
- b) The law requires You to do so; or
- c) the provision of the Service becomes illegal

10.7 We will not charge You an early termination fee if You cancel a Service for the reasons set out in clause 10.6. above

OUR RIGHTS

10.8 Where You acquire a Service on a month by month basis We can cancel Your Service at any time if We:

- a) Get Your consent;
- b) give You 30 days written notice, or as otherwise agreed between You and Us; or
- c) Migrate Your Service to a Service that is not materially worse than Your existing Service; or
- d) We offer to migrate You to an alternative Service for the remainder of Your fixed contract term and We offset any material detrimental effects of the migration caused by any material differences between the cancelled Service and the alternative Service We offer

10.9 Where You are a fixed contract term customer, We can cancel Your Service before the end of the fixed contract term at any time, if:

- a) We get Your consent to do so;
- b) We appropriately offset the effect of the cancellation on You, for example, by providing an appropriate credit or rebate to You;
- c) We migrate You to a Service that is not materially worse than Your existing Service for the remainder of Your fixed contract term; or
- d) We offer to migrate You to an alternative Service for the remainder of Your fixed contract term and We offset any material detrimental effects of the migration caused by any material differences between the cancelled Service and the alternative Service We offer

10.10 If We cancel Your Service under clause 10.9 above, We will not charge You an early termination fee

MATERIAL BREACH BY YOU

10.11 We can cancel Your Service at any time, if:

- a) You are in material breach of the SFOA; and
- b) We have notified You in writing of Your material breach and You have failed to remedy it within 14 days of the date of the notification; or
- c) The material breach is something that cannot be remedied, in which case We reserve the right to cancel Your Service immediately

10.12 You will be in material breach of the SFOA if You:

- a) You are in material breach of the SFOA; and
- b) We have notified You in writing of Your material breach and You have failed to remedy it within 14 days of the date of the notification; or
- c) The material breach is something that cannot be remedied, in which case We reserve the right to cancel Your Service immediately

You will be in material breach of the SFOA if You:

- a) Do not pay the Charges for the Services when they become due and payable as specified in clause 8 of the SFOA;
- b) Use Your Service in a way which We reasonably believe is fraudulent, poses an unacceptable risk to Our security or Network capability or that of Our suppliers or other customers, or is illegal, or to conduct a business; or
- c) Breach any of Your obligations under the VINE Acceptable Usage Policy

10.13 We can charge You any applicable early termination fee if We cancel Your Service under clause 10.12 above

SUSPENSION OF YOUR SERVICE

- 10.14** We can suspend or restrict the provision of Your Service during the period before We cancel Your Service because You are in material breach of the SFOA . If You ask Us to reconnect Your Service following suspension for failing to pay an account, You will have to pay Us a reconnection fee. Even while suspended, You may terminate the Service under clause 10.1 (subject to any early termination fee in accordance with clause 10.2), in which case We will not charge You for (and rebate if necessary) any fixed fees during the period of suspension
- 10.15** If any suspension lasts for more than 7 days, We will not charge You any fixed fees during the period of suspension, but We may charge You a reconnection fee to restore Your Service

OUR OTHER RIGHTS TO CANCEL, SUSPEND OR RESTRICT YOUR SERVICE

- 10.16** We can cancel, suspend or restrict Your Service by providing You with reasonable notice if:
- the law requires Us to do so;
 - the Service becomes illegal or We believe on reasonable grounds that it may become illegal;
 - You die;
 - there is an emergency that affects Our ability to provide the Service;
 - We are unable to provide the Service to You due to events outside Our reasonable control, such as failure in Equipment that is not owned or operated by Us, an industrial strike or an act of God; or
 - We reasonably believe that providing the Service may cause death, personal injury or damage to property
- 10.17** We will not charge You for (and will rebate if necessary) any fixed fees during any period of suspension under clause 10.16 exceeding 24 hours. We will not charge You any applicable early termination fee if We cancel Your Service under clause 10.16 above
- 10.18** You may also terminate Your Service without incurring an early termination fee if suspensions under clause 10.16, or interruptions of the Service:
- last for 5 consecutive days ; or
 - over a 12 month period amount to a total of 14 days
- 10.19** We can also cancel, suspend or restrict Your Service by providing You with reasonable notice if:
- We cannot enter Your Premises because of Your act or omission when We need to do something in connection with the Service in order to supply the Service or make the Service or related Equipment safe;
 - You become bankrupt or insolvent or reasonably appear likely to do so;
 - You vacate the Premises to which the Service is connected;
 - There is excessive or unusual use of the Service that is in breach of any VINE Acceptable Usage Policy that applies to the Service
- The VINE Acceptable Usage Policy can be found at www.vinenetworks.com.au/legal; or
- We reasonably consider that You pose an Unacceptably High Credit Risk to Us.
- 10.20** We can charge You any applicable early termination fee if We cancel Your Service under clause 10.19 above
- 10.21** If termination occurs under clause 10.19(c) when You leave Premises to which the Service is connected, We will waive the early termination fee if We are able to provide an equivalent Service from Your new premises that does not require Us to pay a new establishment fee to Our supplier, and You agree to receive the Service at the new premises. If We cannot supply such a Service from the new premises but You agree to receive a similar Service that requires Us to pay a new establishment fee to Our supplier, We will reduce the early termination fee to take into account any minimum commitment You make in connection with the new service

10.22 If We suspend or restrict Your Service under clause 10.19, You may terminate the Service under clause 10.1 (subject to any early termination fee in accordance with clause 10.2) in which case We will not charge You for (and rebate if necessary) any fixed fees during the period of suspension

MAINTENANCE AND REPAIR WORK

10.23 We can suspend or restrict Your Service temporarily if We reasonably believe it is desirable to do so in order to maintain or restore part of a third party supplier's Network. We will try to perform maintenance and repair work at times that will cause the least inconvenience to Our customers. We will not charge You for (and will rebate if necessary) any fixed fees during any period of suspension exceeding 24 hours. If We have no alternative but to cancel Your Service due to necessary maintenance or restoration of any part of a third party supplier's Network, We will not charge You any applicable early termination fees. You have the right to terminate the Services if any of the events in clause 10.18 arise

IF YOU USE THE SERVICE FOR BUSINESS PURPOSES

10.24 We will provide the Service to You on the condition that Your use of the Service is for personal, household or domestic purposes. If We reasonably believe or You notify Us that You are using the Service for any business purposes, We can ask You to cancel the Service and contract with Us for the supply of a suitable business service. If You do not agree to cancel the Service and contract with Us for the supply of a suitable business service, We can cancel Your Service by giving You 30 days written notice and charge You any applicable early termination fee

REFUNDS OF PREPAYMENTS

10.25 If Your Service is cancelled under this clause 10, We will refund to You any unused portion of Your monthly access fee if this has been paid in advance and any other amount You have prepaid. However, We can deduct from Your refund any amounts that You owe to Us. This clause 10.25 does not detract from any obligations You may have to give written notification to cancel a Service, or to pay early termination fees where applicable

11. AMENDING THESE TERMS AND CONDITIONS

FIXED CONTRACT TERM CUSTOMERS

11.1 Your monthly access fee, minimum monthly fee, or any early termination fee applies for the term of Your fixed contract term and We cannot change these without Your informed consent

11.2 In all other circumstances, We may amend these terms and conditions as set out below

CHANGES THAT BENEFIT YOU

11.3 If We reasonably believe that the amendment to the SFOA will benefit You or have a neutral impact on You We can make the amendment immediately. For example, We do not have to give a period of notice to You when We reduce call rates or increase Our obligations to You. We will take reasonable steps to bring the general nature of such changes to Your attention (for example, by informing You in a bill that Our current terms and conditions have changed and can be viewed on Our website)

CHANGES THAT MAY ADVERSELY IMPACT YOU

11.4 Where We reasonably believe that the amendment to the SFOA will have a minor impact on You, We will give You 30 days written notice of the change being implemented by bill message, direct mail or email. We will use this method of notification for example where We withdraw a minor feature of a Service

11.5 If the change referred to in clause 11.4 above will have more than a minor impact on You, We will allow You to cancel the contract without incurring any early termination fees

11.6 Where We reasonably consider that an amendment to the SFOA will result in more than a minor detrimental impact to You, We will give You individual notice 21 days prior to the amendment taking affect by bill message, bill insert, direct mail or email, if You have provided an email address for the purpose of receiving notices from Us

11.7 If any amendment to the SFOA would have a material adverse impact on You, You may elect to cancel Your Service without incurring any early termination fees or other penalty and without being bound by the change

12. OTHER MATTERS

If any term, or part of a term in this SFOA is void or unenforceable, that term, or part, is taken to be removed from the SFOA and not to form part of it. The remaining terms continue to have full effect.

MEANINGS OF WORDS

Charge	means a charge specified in the SFOA or for any Service provided by Us to You.
Consumer	means a person who ordinarily acquires the Services from Us.
Equipment	means a 'Facility' under the Telecommunications Act 1997 and includes any line, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.
GST	means the tax imposed by A New Tax System (Goods and Services Tax) Act 1999.
Network	means a 'telecommunications network' as defined under the Telecommunications Act 1997.
Premises	means any land, building, structure, vehicle or vessel whether owned, leased or occupied by You, containing Equipment or a Service, or to which a Service is supplied.
Privacy Act	means the Privacy Act 1988 (Cth), as amended from time to time.
Service	means any service that We supply to You for personal, domestic and household purposes only, including any goods or Equipment provided in connection with the service, and excludes the use of the service for the conduct of a business
Unreasonably High Credit Risk	means there is some doubt in Your ability to pay amounts owing by the due date based on factors such as: <ul style="list-style-type: none"> a) previous payment history and payment behaviour, e.g. late payments, dishonoured payments or failure to pay; b) any previous advice from You about a potential inability or unwillingness to pay; c) Your usage of the Service is inconsistently high when compared with previous usage patterns; d) Your response where We have told You of this unusually high usage; or e) pending bankruptcy or insolvency.
We/Us/Our/VINE	means Vine Direct Pty Ltd ACN: 26 633 249 868
You/Your means	the customer who contracts with Us for a Service, including for supply of that Service to another person, or who seeks to acquire a Service from Us.

SPECIFIC SERVICE TERMS AND CONDITIONS FIXED LINE SERVICES

1. AVAILABLE FIXED LINE SERVICES

When You purchase fixed line Services from Us, You may have the option of purchasing:

- a) Our Full Service product: We provide a standard telephone Service and all calls from that Service (including long distance calls and calls to mobiles); or
- b) Our Pre-select product, which includes long distance calls, calls to mobile numbers and international calls – this means that We provide the specific pre-selected Services that You choose but the provider of Your standard telephone Service does not change, ("Fixed Line Service")

2. WHAT IS A STANDARD TELEPHONE SERVICE?

A standard telephone Service includes line rental, a telephone number, a telephone directory listing and making and receiving local and long distance calls ("Standard Telephone Service").

3. WHO CAN SIGN UP TO A FIXED LINE SERVICE?

Only an occupier of a Premises, or their authorised representative, may sign up to a Standard Telephone Service. We may require evidence, such as a rental agreement, contract of sale, or similar document, to confirm that You have the right to arrange for the connection of a Fixed Line Service.

4. WHAT FEATURES ARE AVAILABLE WITH A STANDARD TELEPHONE SERVICE

There are a number of enhanced call handling and other features available. More information on such features may be available from Our website.

5. TELEPHONE NUMBERS AND PINS

- a) The Telecommunications Numbering Plan sets out rules for issuing, transferring and changing telephone numbers. We must comply with the Telecommunications Numbering Plan. In using Your Service, You must not do anything that would be inconsistent with the

Telecommunications Numbering Plan or that would adversely affect Our ability to comply.

- b) You do not own or have any legal interest or goodwill in any telephone number or personal identification number ('PIN') issued to You. You are entitled to continue to use any telephone number We issue to You, except in circumstances where the Telecommunications Numbering Plan allows Us to recover the number from You.
- c) You can transfer a telephone number or PIN to another person if You get Our consent first.
- d) Because You have to pay for any use of Your Service (whether You authorise it or not), We recommend You protect the security of any PIN used with Your Service.
- e) For a Service where usage is associated with a PIN, We can change the telephone number that You use to access that Service. However, We will tell You of the change before it takes effect (for example, by placing a recorded voice announcement on the affected Service). Once the telephone number for accessing that Service is changed, it is important that You use the changed telephone number, as You may not be able to access that Service using the old telephone number.

6. PORTING YOUR TELEPHONE NUMBER TO US

You are normally able to retain Your existing telephone number when You change service providers. If You wish to retain Your existing telephone number You acknowledge that:

- a) You are authorised to request the porting of the telephone number to Us;
- b) By porting the telephone number to Us, the Fixed Line Service and/or any related Services associated with that telephone number may or may not be disconnected from Your previous service provider, and may result in finalisation of the account for that service;
- c) For the purposes of porting Your telephone number, call and message routing, fault management and fraud prevention, You permit Us to disclose relevant details set out above to other service providers; and

Although You have the right to port the telephone number:

- a) there may be costs and obligations associated with Your previous Fixed Line Service and the porting of the telephone number;
- b) If You have an existing long term contract with Your previous service provider You may be obliged to make early termination payments to that service provider;
- c) Porting may be unsuccessful if You fail to provide full and accurate details to Us, or if You cancel Your Fixed Line Service with Your previous service supplier before the port cutover date;
- d) If another service provider raises a proper charge with Us relating to a service it provided to You before the porting of Your telephone number to Us, We will advise You accordingly and You must pay the other service provider that amount. If You dispute the amount claimed, You must notify Us in writing. You may also be liable to pay to Us or Your previous service provider charges relating to disputes or investigations by Us or Your previous supplier arising out of the transfer of Your Fixed Line Service to Us;
- e) We will not accept any liability for any amounts owing by You to another service provider for Services associated with the telephone number prior to the date on which We port Your telephone number to Us; and
- f) You hereby authorise Us to take all reasonable steps necessary to port Your telephone number.

7. PREMIUM SERVICES

Premium services are content, voice and data services offered by third party providers ('Premium Services'). Due to the potential credit risk associated with Premium Services, We reserve the right to bar access to Premium Services by default. If You wish to gain access to Premium Services You need to contact Our call centre on 13 11 28. If We agree to unbar Premium Services, there may be a delay of up to 7 days until access to the Premium Services are made available.

8. INTERIM CHARGES

For credit management purposes:

- a) In this clause, a reference to contact means that We will send You an SMS and an email, provided We have Your mobile and email details ('Contact'). If We have neither, We will attempt to telephone You.
- b) Where You incur excess or usage Charges that are more than four times the monthly plan fee (or \$400, whichever is less), We will Contact You (and also send a letter if We do not have an email address for You) advising You of this fact and of the further thresholds set out below.
- c) Where You incur excess or usage Charges that are more than six times the monthly plan fee (or \$500, whichever is less), then We will Contact You and inform You as follows:
- d) If You are paying by credit card, We will debit Your card for all excess and usage Charges the following day; or
- e) If You are paying by direct debit from a bank account, You must make cleared payment to Us for all excess and usage Charges within one day
- f) If payment is not made or received as described above, We may suspend all or part of Your Services until such payment is made.
- g) Where You incur excess or usage Charges that are more than eight times the monthly plan fee (or \$600, whichever is less) then We will immediately:
- h) If You are paying by credit card, debit Your card for all excess and usage Charges and We may suspend all or part of Your Service If the debit transaction is not successful; or
- i) If You are paying by direct debit from a bank account We may immediately suspend all or part of Your Service until payment in cleared funds is received; and
- j) Contact You to inform You of the situation, confirm any suspension of Service that has been imposed, and give You an opportunity to make payment.
- k) If Your level of excess and usage Charges reaches more than one of these thresholds on the same day, We will apply the procedures that apply to the higher threshold. For example, if Your excess and usage Charges reach both four and six times Your monthly plan fee on the same day, the procedures in paragraph (c) above will apply.
- l) If You incur interim Charges on a regular basis then We suggest that You pay by means of credit card and/or manage Your VINE account using the VINE account management tool available at <https://www.myaccount.vinenetworks.com.au>.

The Vine Networks account management tool enables You to monitor the use of Your Services and enables You to pay Charges before they become due. This will also protect You against unauthorised and excessive use of Your Services.

9. RESPONSIBILITY FOR CHARGES

You are responsible for paying all Charges relating to Your Fixed Line Service even if You did not personally make all the telephone calls from that Service nor authorise those calls. Details of the Charges for Fixed Line Services can be found at www.vinenetworks.com.au We will also detail the relevant Charges applicable to Your Fixed Line Service when You sign up for this Service.

10. REFUND AND REMEDIES POLICY (ALL SERVICES)

Refund management and Remedies in accordance with the law:

At Vine Direct Pty Ltd ("we", "us", "our"), we are committed to providing reliable internet services and complying with all applicable consumer protection laws, including the Australian Consumer Law (ACL). Our goods and services come with guarantees that cannot be excluded under the ACL. Nothing in this policy is intended to limit or override your rights under the ACL or other laws (such as those administered by the Australian Communications and Media Authority or the Telecommunications Industry Ombudsman).

- a) **When you purchase internet services from us, the ACL provides the following consumer guarantees:**
 - The services will be provided with due care and skill.
 - The services will be reasonably fit for any purpose you make known to us (or that is obvious from the circumstances).
 - The services will be supplied within a reasonable time (where no specific timeframe is agreed).

If our services fail to meet one or more of these guarantees, you may be entitled to a remedy. The available remedy depends on whether the failure is minor or major.

b) Minor Failures with Services

If the problem is minor and can be fixed, we will generally offer to remedy the issue (for example, by rectifying the service fault) at no cost to you within a reasonable time.

If we cannot or do not remedy the minor failure within a reasonable time, you may be entitled to:

- Cancel the contract and receive a refund for the unused portion of the service; or
- Seek compensation for any reduction in value or reasonably foreseeable loss or damage.

c) Major Failures with Services

A failure is considered major if:

- A reasonable consumer would not have acquired the service if they had known about the problem beforehand;
- The service is substantially unfit for its common purpose and cannot easily be fixed within a reasonable time;
- The service does not meet the specific purpose you disclosed to us and cannot easily be fixed; or
- The failure makes the service unsafe.

d) For a major failure, you may choose to:

- Cancel the service contract and receive a refund for the portion of the service not yet consumed (you may need to pay a reasonable amount for any services already provided and used); or
- Keep the contract and receive compensation for the reduction in value of the service compared to the price paid.

You may also be entitled to compensation for any other reasonably foreseeable loss or damage caused by the failure.

e) Goods Supplied with Services (e.g., Modems, Routers, Equipment)

If we supply hardware or other goods as part of your internet service, separate ACL guarantees apply (acceptable quality, fitness for purpose, match description, etc.).

- Minor problem with goods: We can choose to repair the item free of charge within a reasonable time.
- Major problem with goods: You can choose a replacement (of the same type) or a full refund.

We may assess the goods before providing a remedy. Refunds will generally be issued in the same form as your original payment (unless we agree otherwise). We may take into account the length of time you have had the goods and the extent of use when determining the refund amount in some cases. If you return faulty goods for a remedy, you are responsible for return shipping unless the goods cannot easily be returned (in which case we will arrange collection). We will reimburse reasonable return postage costs where a valid ACL claim is confirmed.

f) Change of Mind or Voluntary Cancellation

We are not required under the ACL to provide a refund or remedy if you simply change your mind, find a cheaper option elsewhere, or decide you no longer want the service (provided the service meets the consumer guarantees). However, our standard service terms may allow early termination of your contract, subject to any applicable fees or notice periods set out in your customer agreement. Any such fees will comply with relevant laws. Cooling-off periods may apply in certain situations (for example, unsolicited sales or door-to-door agreements). Please refer to your contract or contact us for details.

g) How to Request a Remedy or Refund

To make a claim:

Contact our customer support team as soon as possible with:

- Your account details and proof of purchase;
- A clear description of the problem and when it occurred;
- Any supporting evidence (e.g., speed test results, error messages, photos of equipment).
- We will assess your request promptly. We may need to investigate the issue (this is our right under the ACL).
- If approved, we will arrange the remedy (repair, replacement, refund, or cancellation) and advise you of the process and timeframe.

Refunds (where approved) are normally processed within [e.g., 10–14 business days] of approval and return of any goods (if applicable).

h) Exclusions and Limitations

You are not entitled to a remedy under the ACL if:

- The problem was caused by your misuse, failure to follow instructions, or unauthorised modifications;
- The issue results from normal wear and tear or circumstances beyond our reasonable control (subject to any specific guarantees or standards that still apply);
- You were clearly told about the issue before purchase and proceeded anyway.

This policy does not limit any additional rights you may have under the Customer Service Guarantee Standard (where applicable), your service contract, or other legislation.

i) Contact Us

For refund or remedy requests, or if you have questions about this policy:

- Email: support@vinenetworks.com.au
- Phone: 07 5405 2500
- Online: <https://myaccount.vinenetworks.com.au>

We aim to resolve issues fairly and in line with our legal obligations. If we cannot resolve your complaint, you may contact the Telecommunications Industry Ombudsman (TIO) on 1800 062 058 or visit tio.com.au, or seek assistance from your state/territory consumer affairs agency or the ACCC. This policy is governed by the laws of Australia. We may update it from time to time and will notify you of material changes where required.

11. EARLY TERMINATION FEE IF APPLICABLE

If You cancel the Fixed Line Service before Your fixed contract term for Your Service has expired, We can charge an early termination fee. Details of when the early termination fee will be applicable are set out in clause 10 of the SFOA.

MEANINGS OF WORDS

Charge	means a charge specified in the SFOA or for any Service provided by Us to You.
Consumer	means a person who ordinarily acquires the Services from Us.
Equipment	means a 'Facility' under the Telecommunications Act 1997 and includes any line, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.
Premises	means any land, building, structure, vehicle or vessel whether owned, leased or occupied by You, containing Equipment or a Service, or to which a Service is supplied.
Service	means any land, building, structure, vehicle or vessel whether owned, leased or occupied by You, containing Equipment or a Service, or to which a Service is supplied.
We/Us/Our/VINE	means Vine Direct Pty Ltd ACN: 26 633 249 868
You/Your means	the customer who contracts with Us for a Service, including for supply of that Service to another person, or who seeks to acquire a Service from Us.

INTERNET SERVICE TERMS AND CONDITIONS

1. PROVISION OF SERVICES

- 1.1** We provide Fibre to the Premises (FTTP) or Fibre to the Home (FTTH) ('VINE Internet Service'), and from time to time NBN related services as a backup ('VINE Backup Service'). We will provide the FTTP/FTTH to You from the date that You order the Service and you pay the initial payment required for that Service. If You order a VINE Broadband service We will provide the Service to You from the date that the Service is provisioned.
- 1.2** Details about VINE Internet Service and associated Services together with the terms and conditions relating to specific Internet plans are available on Our website and can be located at www.VINE.com.au. The following terms and conditions apply to VINE Internet Service and associated Services.

2. YOUR OBLIGATIONS WHEN USING A VINE INTERNET SERVICE

- 2.1** You must comply with Our VINE Acceptable Usage Policy when using a VINE Internet Service. These policies can be found at <https://www.vinenetworks.com.au/legal>

- 2.2 You must comply with all Our reasonable directions regarding the access and use of the VINE Internet Service.
- 2.3 You warrant that in accessing and using the VINE Internet Service, You will only use software that You are legally entitled to use.
- 2.4 You acknowledge that We do not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the VINE Internet Service and We will not be held responsible in any way for any content or information accessed via the VINE Internet Service, except where We actually provide such content or information.
- 2.5 We disclaim all or any liability for any material on the Internet that You may find offensive, upsetting, defamatory or personally offensive.
- 2.6 You must not access, nor permit any other party to access, the VINE Internet Service for any purpose or activity of an illegal or fraudulent nature.
- 2.7 You must not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information accessed through or received from the VINE Internet Service that would infringe the intellectual property rights of any person.
- 2.8 The statutory warranties described in clause 6.2 of the General Terms and Conditions of the SFOA apply to VINE Internet Services We provide, but We strongly encourage You to prepare and maintain sufficient back-up files and data storage capacity for all Your data including electronic messages.
- 2.9 We have no responsibility to provide training in the use of any VINE Internet Service and/or related applications.

3. IP ADDRESSES

Any IP addresses allotted to You by Us, whether as a static address or dynamically allocated:

- a) remains Our sole property;
- b) may be changed or revoked by Us at Our sole discretion at any time; and
- c) is not transferable.

4. VINE BROADBAND TERMS AND CONDITIONS

- 4.1 **In order for Us to provide You with the VINE Broadband Service, You need to do the following:**
- a) ensure Your computer is configured for a Vine connection;
 - b) ensure that You keep Your account information, password, data and Equipment secure;
 - c) regularly check the default email address or mobile number that We have allocated to You for messages about Your VINE Broadband Service;
 - d) ensure that any other people to whom You provide access to the VINE Broadband Service comply with Our Acceptable Usage Policy; and
 - e) ensure that any equipment provided by You does not damage the VINE Broadband Service or any transmission facilities.
- 4.2 **The Vine FTTP/FTTH Service may at times work off existing inbuilding copper networks, such as CAT 5e or CAT 6a lines and as such can sometimes affect the quality of the service. You warrant that:**
- a) You are the legal lessee of the copper service to which the VINE Broadband Service will be connected; and
 - b) If You are not the legal lessee of the relevant copper service, You have obtained the written legal lessee's permission to connect the VINE Broadband Service.
- 4.3 **If Your VINE Broadband Service is provided concurrently with an active phone Service, You acknowledge that:**
- a) If the relevant copper Service is disconnected or removed Your VINE Broadband Service may be disconnected or not function, and this agreement may be terminated, in which case You may be liable to

pay Us a cancellation fee or early termination fee, if any such fee is applicable to Your Service;

- b) The installation of Your VINE Broadband Service may cause minor disruptions to the relevant telephone Service if not supplied by Vine, and may cease to function altogether;
- c) The installation of the VINE Broadband Service may interfere with other services You receive, such as back-to base security monitoring services. It may be necessary to install additional Equipment such as a middleware hardware, filters and Network termination device, to ensure that these services continue to operate when a VINE Broadband Service has been installed. You must inform any provider of monitoring services that installation of the VINE Broadband Service may cause temporary interruption of monitoring Services and that installation of additional Equipment may be required;

4.4 If We fail to bring the possibility that these impacts may occur to Your attention when You sign up, We will permit You to terminate the VINE Broadband Service without any early termination fees within 30 days of sign-up if You are adversely affected as a result of any of these events.

4.5 If You move premises then clause 10.20 of Our SFOA applies.

5. VINE FTTP/FTTH & NBN VOICE SERVICE

5.1 The VINE FTTP/FTTH NBN and Voice Service is a service that provides broadband internet and/or voice telephony to Your Premises over a single FTTP/FTTH or NBN connection ('NBN Service'). The NBN Service is provided by us over an Access Network which is provided to us by our network suppliers and is not directly controlled by Vine, however for clarity the Vine FTTP or FTTH services are owned by Vine where we have built the network.

5.2 **In order for Us to provide You with the NBN Service or a Vine powered service, You will need to do the following:**

- a) ensure Your computer is configured for Internet and VoIP (voice over internet protocol);
- b) ensure that You keep Your account information, password, data and Equipment secure;
- c) regularly check the default email address or mobile number that We have stored for you for messages about Your Vine FTTP or FTTH and NBN Service;
- d) ensure that any other people to whom You provide access to the NBN Service comply with Our Acceptable Usage Policy; and
- e) ensure that any Equipment provided by You does not damage the Vine FTTP or FTTH and NBN Service or any transmission facilities.

5.3 Vine FTTP or FTTH and the NBN Service is not available in all areas or to all premises. The availability of the Vine FTTP or FTTH and or the NBN Service will be assessed by Us at the time You apply for the Vine FTTP or FTTH and or NBN Service. Please check www.vinenetworks.com.au for details about the general availability of these Service. For clarity, Vine does not provide a NBN lookup tool on its website and provides access to the service on a case-by-case basis only, or when a backup service is provided.

5.4 Any general statements, maps or illustrations of the Vine FTTP or FTTH and or the NBN Service's availability are a guide only and must not be relied upon as a commitment to provide a Vine FTTP or FTTH and or the NBN Service to any particular Premises.

5.5 We will endeavour to connect Your Vine FTTP or FTTH and or the NBN Services as soon as We are able to. However, We cannot guarantee the availability or date of commencement of the Vine FTTP or FTTH and or the NBN Service.

5.6 **In order to connect Your NBN Service, You will be charged a standard installation cost. The standard installation costs include (but are not limited to):**

- a) installing a Network Termination Unit ('NTU) onto the Premises, at the most practical place;
- b) connecting the drop or lead-in cable to the NTU, from the street;
- c) installing the Optical Network Termination Device ('ONTD') (either internal or external, determined by practicality and safety), including earthing where required;
- d) making the connection between the NTU to the ONTD; and
- e) testing the ONTD to ensure that it is functioning.

- 5.7** Any non-standard requests regarding the location of the ONTD, NTU or other aspects of the Vine FTTP or FTTH and or the NBN Service installation at the Premises (“Custom Installation”) may incur additional fees which must be agreed upon prior to installation of the Vine FTTP or FTTH and or the NBN Service via quotation and acceptance of additional costs. Additional charges for Custom Installations will be invoiced by Us to You on Your bill in addition to the standard installation costs referred to in item 8.6, or may be invoiced by the third party actioning the installation.
- 5.8** If You need to reschedule an installation appointment, You must give Us at least two Business Days’ notice. Fees may apply for missed or changed appointments where You have not given at least two Business Days’ notice.
- 5.9** Any internal wiring which may be required to connect the Vine FTTP or FTTH and or the NBN Service to a desired location within the Premises from the ONTD is Your responsibility and must be completed by an ACMA-licensed technician. We may recommend or supply the licensed technician to perform the required work. Any related charges may be billed via Us or the party who performs the required work. However where it is a Vine network service such as FTTP or FTTH service, we will carry out this work or one of our sub-contractors.
- 5.10** **You agree that You will allow Us (or any other person nominated by us, including Our network partner and its contractors) safe, efficient and timely access to the Premises when required:**
- a) to supply the Vine FTTP or FTTH and or the NBN Service to You or any other customer;
 - b) to deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, disconnect, remove or perform any other work on or in relation to part of the Access Network or any third party network; or
 - c) for any other reasonable purpose, for as long as the Vine FTTP or FTTH and or the NBN Service is provided to You, and for a reasonable period thereafter as reasonably requested by Us or Our supplier.
- 5.11** **If You do not own the Premises You must:**
- a) obtain any necessary consents so as to ensure at all times We and any other third party (if applicable) have safe, unimpeded, sufficient and timely access to that Premises as required to install, inspect, repair, maintain or provide the Vine FTTP or FTTH and or the NBN Service or any related facility or equipment on the Premises;
 - b) advise Us in writing of any relevant safety and access protocols that the landowner, landlord or relevant third party requires Us to comply with prior to Us agreeing to provide You with the Vine FTTP or FTTH and or the NBN Service; and
 - c) indemnify Us and any other relevant third party (if applicable) against any claim made by the owner, occupier, lessee, lessor, agent or any other party providing access to that Premises, in relation to Us or any other third party (if applicable) entering that/those Premises including reimbursement for the cost of removing any equipment because the relevant consent was not obtained.
- 5.12** **You agree that the purpose for which the Vine FTTP or FTTH and or the NBN Service is fit as ‘internet grade’ only. Accordingly, You acknowledge that:**
- a) successful data transport using the Vine FTTP or FTTH and or the NBN Service is not guaranteed;
 - b) the availability or performance of the Vine FTTP or FTTH and or the NBN Services may vary; and
 - c) the Vine FTTP or FTTH and or the NBN Service may not be provided, depending on capacity, interference, technical capability or other technical matters affecting the Access Network at the relevant time.
- 5.13** The ability to provide Vine FTTP or FTTH and or the NBN Service to the Premises is dependent on a continuous power supply to Your Premises and You agree that You are responsible for arranging, and will continue to provide, a reliable power supply to Your Premises. The Vine FTTP or FTTH and or the NBN Service requires access to a domestic AC 240v socket for the powering of the ONTD, router or the NTU and power-supply packs. You will be responsible for the cost of power used by the unit.

SPECIFIC VINE FTTP/FTTH AND NBN DATA SERVICE CONDITIONS

- 8.14** Specifics of the Vine FTTP or FTTH and or the NBN Data Service, including any included data allowance and charges, are set out in the relevant service order and/or pricing schedule, this is supplied to you at the time of signing up and is only provided as and when such third-party services are provided.

- 8.15** The continuity and speed of access to the Internet depends on a wide range of factors, many of which are beyond Our control. Speeds refer to the maximum theoretical output under ideal conditions. Speeds may differ from the maximum theoretical output speeds including for the following reasons:
- a) Electrical interference from outside sources;
 - b) Wiring used throughout the Premises (Note: Cat5e or Cat6e structured cabling throughout the Premises is recommended when Fibre direct into the premises is not being used);
 - c) The TPC/IP protocol stack and application software configuration;
 - d) The Equipment You are using, including the capacity of the central processing unit;
 - e) The capacity of, load on, and available throughput rate of the remote host You are accessing; and
 - f) The presence of service faults or network link congestion at any point in the end-to-end path between a remote host and the customer’s system, of which in many cases Vine will not have control over.
- 8.16** Your included data allowance is set out in the terms and conditions of your Plan or as otherwise notified to You from us in writing. Your included data allowance may be allocated between Peak and Off-Peak periods.

SPECIFIC NBN VOICE SERVICE CONDITIONS

- 8.17** Specifics of the Vine FTTP or FTTH and or the NBN Voice Service, including charges, are set out in the relevant Plan and/or pricing schedule, available at www.vinenetworks.com.au where Vine has elected to provide voice services or You have chosen a plan that is available to You.
- 8.18** Unless specified otherwise in your Plan, You will be assigned one telephone number per NBN Voice Service and that number will be within Your geographically defined local call zone. Porting in of an existing number may also be available depending on what Plan is selected. You do not own or receive any legal interest or goodwill in any telephone number that is provided to You in connection with the NBN Voice Service.
- 8.19** If You relocate Your Vine FTTP or FTTH and or the NBN Voice Service outside of an Vine FTTP or FTTH and or the NBN serviced area, or geographical location, the telephone number provided for Your Vine FTTP or FTTH and or the NBN Voice Service may not be able to be transferred to Your new service location, We may not be able to provide You with the same service, and You may incur relocation and/or cancellation charges.
- 8.20** Limitations: Whilst We will make all reasonable efforts to ensure continuity of the NBN Voice Service, We make no guarantee that the NBN Voice Service will be either uninterrupted or fault-free. Certain factors such as network congestion, maintenance, technical capabilities and geographic factors, obstructions or interference may mean You will not be able to use Your Vine FTTP or FTTH and or the NBN Voice Service at all times. For example:
- a) The Vine FTTP or FTTH and or the NBN Voice Service will not operate in the event of a power failure unless a handset which does not require electricity to operate and the back-up battery required for the ONTD have been installed in accordance with the manufacturers specifications. If this is not the case, You will not be able to make calls (including calls to emergency numbers) in the event of a power failure. You are solely responsible for the installation and maintenance to manufacturers specifications of the battery unit;
 - b) ‘Priority Assistance’ is not offered by VINE on the Vine FTTP or FTTH and or the NBN Voice Service;
 - c) You acknowledge that some telecommunications devices and/ or software such as older fax machines, cordless analogue phones, PABX, line hunt groups and any other analogue devices, are not compatible with the Vine FTTP or FTTH and or the NBN Voice Service. These devices must be discontinued before the NBN Service can be ordered.

IMPORTANT: Monitored medical alarms or fire or security alarms may not be compatible with the Vine FTTP or FTTH and or the NBN and might need to be adapted or replaced. Please check first with the provider of these services.
 - d) **Important:** for the period of any outage that may occur in respect of existing fixed telephone and broadband services at the Premises while Vine FTTP or FTTH and or the NBN Access is being provisioned and that You will not be able to receive or make any telephone calls (including to the 000 emergency service) for the duration of the outage;
 - e) **Important:** If there is no back up battery or power supply unit at the Premises, or the back up battery or power supply unit is not installed, is faulty or is flat, any end user at Your Premises will not be able to

receive or make any telephone calls (including calls to 000 emergency services) for the duration of the power interruption;

- f) Where the Vine FTTP or FTTH and or the NBN Access occurs as part of the migration from a copper network to a Vine FTTP or FTTH and or the NBN network, the copper communications wire to the Premises will be taken as removed from the date that Vine FTTP or FTTH and or the NBN Access is provisioned and that neither Us or Our suppliers will be required to reinstall the copper communications wire to Your Premises.

EQUIPMENT

8.21 We may provide you with Equipment for use in connection with your Vine FTTP or FTTH and or the NBN Service, such as a modem or router.

8.22 You acknowledge and agree that:

- a) subject to any requirements applied by law, the mere provision of the Equipment to You is not to be interpreted as any representation by us that the Equipment will perform to a certain level or that the Equipment will be compatible with your other equipment or with any software; and
- b) You have made Your own prior independent enquiries in respect of the performance of the Equipment provided to You and the compatibility of the Equipment with Your other equipment, with any software and any other services used in connection with the Premises.

10. RESPONSIBILITY FOR CHARGES

You are responsible for paying all Charges relating to Your VINE Internet Service even if You did not personally authorise the services which incurred the Charges. Details of the Charges for VINE's Internet Service can be found at <https://www.vinenetworks.com.au> We will also detail the relevant Charges applicable to Your VINE Internet Service when You sign up for this Service, provided as a CIS document in the form of a PDF.

11. EARLY TERMINATION FEES IF APPLICABLE

If You cancel the VINE Broadband Service, or the VINE NBN and or Voice Service before Your fixed contract term for Your Service has expired, We can charge an early termination fee as advised to You at the time of sign-up, but in any event no more than \$400. If You have received a discounted router or other device on Your Service plan, then You may be liable for further early termination fees as advised to You at the time of sign-up. The terms and conditions relating to Your specific VINE Broadband Service, or VINE NBN and Voice Service plan will set out whether any such early termination fees are applicable. See <https://www.vinenetworks.com.au> for this information. Details of when early termination fees are applicable are set out in clause 10 of the General Terms and Conditions.

MEANINGS OF WORDS

Charge	means a charge specified in the SFOA or for any Service provided by Us to You.
Access Network	means a fibre to the premises access network which consists of the optical network connection from the relevant exchange to the ONTD/NTU located at the Premises or a fixed wireless access network, each that forms part of the Vine FTTP or FTTH and or the National Broadband Network.
Equipment	means a 'Facility' under the Telecommunications Act 1997 and includes any line, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.
NBN Access	means the utilisation of a fibre, wireless or other technological networks to deliver voice telephony and/or broadband services to the Premises
NBN Data Service	means the Internet portion on the NBN Service which is provided either using NBN Access.
NBN Service	means the VINE NBN and Voice Service that provides broadband internet and/or voice telephony to Your Premises over a single connection utilising the National Broadband Network.
NBN Voice Service	means the voice telephony portion of the NBN Service which is provided using NBN Access.
NAP	means Network Termination Unit. Generally, this will be installed on the inside of the premises unless otherwise required to go on the outside.
National Broadband Network	means the broadband network which provides Australian Premises with access to a broadband Internet service through optical fibre, wireless or satellite technologies, as operated by NBN Co Ltd.
We/Us/Our/VINE	means Vine Direct Pty Ltd ACN: 26 633 249 868
You/Your means	the customer who contracts with Us for a Service, including for supply of that Service to another person, or who seeks to acquire a Service from Us.

ONTD	means the Optical Network Termination Device, which is required to be installed at the Premises to provide termination of the fibre connection, and to provide services. The ports on the ONTD are the network boundary point of the Vine FTTP or FTTH and or the NBN Service.
Premises	means any land, building, structure, vehicle or vessel whether owned, leased or occupied by You, containing Equipment or a Vine FTTP or FTTH and or the NBN Service, or to which the Vine FTTP or FTTH and or the NBN Service is supplied.
Service	means any service that We supply to You and includes any goods or Equipment provided in connection with a service.

VINE VOIP TERMS AND CONDITIONS

PROVISION OF SERVICES

- 1.1** Details about VINE VoIP Service and associated Services together with the terms and conditions relating to specific VINE VoIP Service plans are available on Our website and can be located at <https://www.vinenetworks.com.au> The following terms and conditions apply to VINE VoIP Service and associated Services.

GENERAL CONDITIONS

- 1.2** VINE VoIP Service requires a minimum broadband speed of 256/64 to operate and provide optimum performance and quality. As Voice over IP (VoIP) uses Your broadband internet connection to pass the voice traffic to conventional phone lines, it will contribute to uploads and downloads of Your internet service. You acknowledge that although We will take all reasonable steps to make sure You receive the VINE VoIP Service within the calling areas, the VINE VoIP Service is not free from faults or interruptions. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference, may mean that You will not receive the VINE VoIP Service at certain times or that the Service quality may be affected. To reduce any technical problems with Your Service, We recommend that You limit Your internet use to increase the performance and quality of the VINE VoIP Service.
- 1.3** You are responsible for ensuring that Your VINE VoIP Service is working correctly. If Your broadband connection is not working or is set up incorrectly, or if Your VoIP Analogue Terminal Adaptor (ATA) is set up incorrectly, or there is a power failure, Your VoIP service may not work. If any of these events occurs, telephone calls cannot be made using the VINE VoIP Service, including calls to 000.
- 1.4** If You use a telephone connected to an ATA to make VoIP calls, and You are unsure if Your VINE VoIP Service is working correctly, We recommend that You make a test call to a telephone (such as a mobile phone) that supports Calling Number Display. If the number displayed during Your test call is not Your VoIP phone number, the call is not being made using Your VINE VoIP Service. We do not accept any responsibility for the costs associated with any calls You may make using Your landline instead of Your VINE VoIP Service.
- 1.5** Unless otherwise stated or offered, VoIP plans under these terms and conditions are available for business customers and business use only.
- 1.6** If We detect excessive or unusual use of Your service, We reserve the right to terminate Your service. Excessive or unusual use means where there is a high volume of usage outside of normal usage patterns or other usage which suggests irregular network access (for example, where a call remains connected for an unusually long period of time, where an unusual pattern of short calls is made in a short period of time, or where an unusually large volume of calls are made, particularly to premium-rate or international services).
- 1.7** You cannot make calls to Premium Service Numbers such as 1900 numbers from VoIP.
- 1.8** The maximum call duration for a VoIP call is 4 hours. If a single call reaches 4 hours duration, the call will be disconnected.
- 1.9** Calls are billed in 1 minute increments. All calls will be rounded up to the next cent. No connection fees apply. Call value, time and count inclusions (where applicable) are applied on a monthly basis and must be used within the billing month and cannot be rolled over.

ACCESS TO EMERGENCY SERVICES

- 1.10** VoIP supports access to 000 or other similar emergency service telephone Numbers. However We recommend that You call from a mobile. As a VINE VoIP customer, it is important to understand that Your VINE VoIP Service is a secondary line. As such, We recommend that You utilise Your primary phone line for emergency related calls. It is also important that You are aware that location information may not be provided or can be incorrect for emergency services, for example:

- a) If You are using Your VINE VoIP Service from a location other than the location advised to Us, the location information passed through to emergency services will not be correct
- b) If You have an outbound only service, no location information can be provided In these cases, or if You have any concern that the location information provided to the emergency services operator may not be correct, You should confirm Your location with the emergency services operator.

LOCAL NUMBER PORTABILITY

- 1.11** You authorise for Your telephone number(s) to be ported to Us. We may charge You a fee to port Your existing telephone number. We do not warrant that We can port Your telephone number from Your current service provider. Your current service provider may reject a port request if the information You provide is incorrect or does not match the data held by them. In this case, You authorise Us to correct the information and resubmit the request to port Your telephone number to Us, or dispute the rejection by Your current service provider. A porting request may also be rejected for other reasons as stated in the LNP Industry Code. We do not warrant that the telephone number will be ported within any specified timeframe. Only Your telephone number will be transferred to Us. This may result in the loss of any value added services that are associated with the service provided by Your existing service provider (eg Voicemail).
- 1.12** You may only withdraw Your authority to port Your telephone number before the Electronic Cutover Advice is sent by Us to Your current service provider, which will be on or after the preferred cutover date specified by Us to You. In the event of a port, withdrawal or reversal, We are not responsible for any period of outage. If You wish to port Your telephone number from Us to another service provider, then You must contact the other service provider. We reserve the right to charge a fee for porting Your telephone number to or from Us. You must not deactivate Your existing service when porting. Telephone numbers can only be ported whilst active.
- 1.13** A Customer Authorisation to port a telephone number must be authorised by the customer or the customer’s agent.

ALTERNATIVE PHONE

- 1.14** We recommend that You should always maintain an alternative phone service if You port Your phone number to a VINE VoIP Service. A VINE VoIP Service is not a substitute for a standard (PSTN) telephone service, as in the event of power failure the VINE VoIP Service will not operate.

EARLY TERMINATION FEES IF APPLICABLE

If You cancel the VINE VoIP Service before Your fixed contract term for Your Service has expired, We can charge an early termination fee as advised to You at the time of sign-up, but in any event no more than \$400. If You have received a discounted laptop or other device on Your Service plan, then You may be liable for further early termination fees as advised to You at the time of sign-up. The terms and conditions relating to Your specific VINE VoIP Service plan will set out whether any such early termination fees are applicable. See <https://www.vinenetworks.com.au> for this information. Details of when early termination fees are applicable are set out in clause 10 of the General Terms and Conditions.

MEANINGS OF WORDS

Charge	means a charge specified in the SFOA or for any Service provided by Us to You.
Equipment	means a ‘Facility’ under the Telecommunications Act 1997 and includes any line, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.
Service	means any service that We supply to You and includes any goods or Equipment provided in connection with a service.
We/Us/Our/VINE	means Vine Direct Pty Ltd ACN: 26 633 249 868
You/Your means	the customer who contracts with Us for a Service, including for supply of that Service to another person, or who seeks to acquire a Service from Us.

12. REFUND AND REMEDIES POLICY (ALL SERVICES)

Refund management and Remedies in accordance with the law:

At Vine Direct Pty Ltd (“we”, “us”, “our”), we are committed to providing reliable internet services and complying with all applicable consumer protection laws, including the Australian Consumer Law (ACL). Our goods and services come with guarantees that cannot be excluded under the ACL. Nothing in this policy is intended to limit or override your rights under the ACL or other laws (such as those administered by the Australian Communications and Media Authority or the Telecommunications Industry Ombudsman).

j) When you purchase internet services from us, the ACL provides the following consumer guarantees:

- The services will be provided with due care and skill.
- The services will be reasonably fit for any purpose you make known to us (or that is obvious from the circumstances).
- The services will be supplied within a reasonable time (where no specific timeframe is agreed).

If our services fail to meet one or more of these guarantees, you may be entitled to a remedy. The available remedy depends on whether the failure is minor or major.

k) Minor Failures with Services

If the problem is minor and can be fixed, we will generally offer to remedy the issue (for example, by rectifying the service fault) at no cost to you within a reasonable time.

If we cannot or do not remedy the minor failure within a reasonable time, you may be entitled to:

- Cancel the contract and receive a refund for the unused portion of the service; or
- Seek compensation for any reduction in value or reasonably foreseeable loss or damage.

l) Major Failures with Services

A failure is considered major if:

- A reasonable consumer would not have acquired the service if they had known about the problem beforehand;
- The service is substantially unfit for its common purpose and cannot easily be fixed within a reasonable time;
- The service does not meet the specific purpose you disclosed to us and cannot easily be fixed; or
- The failure makes the service unsafe.

m) For a major failure, you may choose to:

- Cancel the service contract and receive a refund for the portion of the service not yet consumed (you may need to pay a reasonable amount for any services already provided and used); or
- Keep the contract and receive compensation for the reduction in value of the service compared to the price paid.

You may also be entitled to compensation for any other reasonably foreseeable loss or damage caused by the failure.

n) Goods Supplied with Services (e.g., Modems, Routers, Equipment)

If we supply hardware or other goods as part of your internet service, separate ACL guarantees apply (acceptable quality, fitness for purpose, match description, etc.).

- Minor problem with goods: We can choose to repair the item free of charge within a reasonable time.
- Major problem with goods: You can choose a replacement (of the same type) or a full refund.

We may assess the goods before providing a remedy. Refunds will generally be issued in the same form as your original payment (unless we agree otherwise). We may take into account the length of time you have had the goods and the extent of use when determining the refund amount in some cases. If you return faulty goods for a remedy, you are responsible for return shipping unless the goods cannot easily be returned (in which case we will arrange collection). We will reimburse reasonable return postage costs where a valid ACL claim is confirmed.

o) Change of Mind or Voluntary Cancellation

We are not required under the ACL to provide a refund or remedy if you simply change your mind, find a cheaper option elsewhere, or decide you no longer want the service (provided the service meets the consumer guarantees). However, our standard service terms may allow early termination of your contract, subject to any applicable fees or notice periods set out in your customer agreement. Any such fees will comply with relevant laws. Cooling-off periods may apply in certain situations (for example, unsolicited sales or door-to-door agreements). Please refer to your contract or contact us for details.

p) **How to Request a Remedy or Refund**

To make a claim:

Contact our customer support team as soon as possible with:

- Your account details and proof of purchase;
- A clear description of the problem and when it occurred;
- Any supporting evidence (e.g., speed test results, error messages, photos of equipment).
- We will assess your request promptly. We may need to investigate the issue (this is our right under the ACL).
- If approved, we will arrange the remedy (repair, replacement, refund, or cancellation) and advise you of the process and timeframe.

Refunds (where approved) are normally processed within [e.g., 10–14 business days] of approval and return of any goods (if applicable).

q) **Exclusions and Limitations**

You are not entitled to a remedy under the ACL if:

- The problem was caused by your misuse, failure to follow instructions, or unauthorised modifications;
- The issue results from normal wear and tear or circumstances beyond our reasonable control (subject to any specific guarantees or standards that still apply);
- You were clearly told about the issue before purchase and proceeded anyway.

This policy does not limit any additional rights you may have under the Customer Service Guarantee Standard (where applicable), your service contract, or other legislation.

r) **Contact Us**

For refund or remedy requests, or if you have questions about this policy:

- Email: support@vinenetworks.com.au
- Phone: 07 5405 2500
- Online: <https://myaccount.vinenetworks.com.au>

We aim to resolve issues fairly and in line with our legal obligations. If we cannot resolve your complaint, you may contact the Telecommunications Industry Ombudsman (TIO) on 1800 062 058 or visit tio.com.au, or seek assistance from your state/territory consumer affairs agency or the ACCC. This policy is governed by the laws of Australia. We may update it from time to time and will notify you of material changes where required.