

Thanks for choosing our Morepork Consumer Broadband Service. By using this Service, you agree to certain terms, which are set out below, and are available for your reference on our website.

## 1. Our Agreement with You

This Agreement is between you and Morepork and sets out the specific terms and conditions (which for this Service (herein referred to as the "Service Terms") under which you agree to use and we agree to provide consumer broadband services.

Please note that additional terms may apply, and that these Service Terms should be read in conjunction with our Standard Consumer Terms and Conditions, and any other applicable policy and terms referenced in these terms (all of which can be found on our website). If there is any inconsistency between these terms and our Standard Consumer Terms and Conditions, then these Service Terms shall prevail.

## 2. Availability of Service:

Service speeds may vary from those advertised depending on what type of broadband connection you sign up for and factors such as the distance from your home to your local exchange and geographic features.

## 3. New Broadband Connections:

If you are a new customer to Morepork, you will need a standard broadband connection at your premises for us to connect to. If you require connection services and/or the devices you intend using require additional jack-points or wiring (such as for monitored alarms), you may require an accredited technician to visit your premises in order to connect your broadband. Additional charges will be incurred and will be discussed with you before proceeding.

## 4. Speed and Quality of Service

We take great pride in ensuring that the quality and configuration of our networks are optimised and managed to the best reasonably achievable industry standard. However, both the speed and quality of our services can be influenced by factors beyond our control such as, but not limited to, usage on the Internet, distance from exchanges, internal wiring and cables on your premises, and the number, quality and configuration of devices being used in your household to send or receive data. Data speed, when referenced by Morepork will always refer to the theoretic "maximum possible network connection speed", which we cannot guarantee, as your actual speeds may be affected by factors other than our network, such as those just described.

## 5. Support

If you experience a service fault, please contact us and we will make all reasonable efforts to restore your service as soon as possible. You (or we) may determine and agree that a technician is required to attend your premises to fully determine the cause of a fault. If the fault was not caused by the Morepork network or Local Carrier network and was caused by you, or people for whom you are responsible, or equipment used or put in place by you or at your request, you may be charged a fault diagnosis fee. Details on the fees and when they might apply will be discussed with you before confirming a technician will be sent. In the event the fault is with wiring at your premises, the technician will be able to undertake these repairs on your behalf and the applicable "premises wiring repair fee" will be applied to your account. Morepork cannot be responsible for delays in fault resolution if you do not agree to accept these potential charges and/or delay a technician accessing to your premises.

Morepork will do what we can to help you with any problems you experience with your Morepork broadband service, including troubleshooting with you to identify those factors that may be affecting the speed or quality of your Service. However, we cannot be reasonably expected to resolve all issues on non-Morepork devices, nor to extend our support service beyond advising you on how you might optimise your device for speed or quality. Responsibility for all actions on your own equipment remains with you.

There will be circumstances where we are unable to assist you further such as:

- The fault is with your own equipment, configuration or software
- You are using the service incorrectly or in an unauthorised way
- Your WiFi or phone-line (if that was not provided by us) is defective

- Another part of your internet connection (that is not part of our network) has failed

### 6. Usage & Security

Morepork takes its role as a responsible internet service provider seriously and so have certain expectations of you as both a customer and a "good netizen".

These expectations include, but are not limited to:

- your fair use of our networks (refer to our Fair Use Policy), and
- your acceptable use of our services (refer to our Acceptable Use Policy). We have no control over the information you may access via the internet, we are not responsible for any information you obtain that is illegal or offensive. Nor are we liable for any malware or harmful code you may download via the internet.

We strongly recommend you password protect your WiFi router to ensure there is no unauthorised access to your network. Morepork can, at our discretion, restrict or disconnect you if we consider that you are using our services in a manner that may damage or compromise the security of our network or anyone else's network.

### 7. Router & Equipment

You will require a suitable router to use our broadband. Morepork can supply you with an appropriate router for the Service you are getting, which you can purchase or rent from us. If you purchase a router, it becomes your property and is covered under both the Consumers Guarantee Act and the relevant manufacturer's return to base warranty. If we provide you a rental router then ownership of the router will remain with Morepork. Please refer to our Rented Equipment Terms and Conditions.

When you are supplying your own router, you will need to ensure it is appropriate for the service you are getting. ADSL/VDSL Broadband will require an ADSL/VDSL router whereas Fibre services will require a fibre-capable router. When connecting your router to our service, you will need to follow the manufacturer's instructions, as we are unable to provide support to all makes and models of routers. For the same reasons, Morepork will not be responsible for fault fixing of routers supplied by you.

To enable us to maintain the integrity of our network and services, we reserve the right to occasionally manage your router, via remote access. This may include tasks such as updating router firmware, updating DNS settings or changing general settings. You may "opt" out of this provision on request however you need to note this may affect our ability to provide service to you. (Please note that such access is electronic only and does not access any of your connected devices).

### 8. Change of Address

If you change your address, we'd love for you to take your Morepork broadband services with you. To minimise disruption, we will need some notice in advance and so we recommend you contact us to confirm your services can be moved and if there would be any applicable fees.