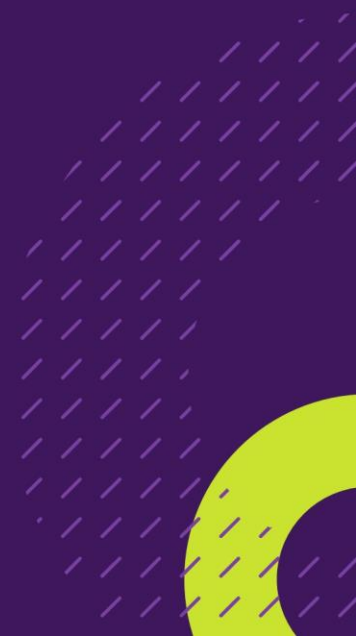


The logo features the word "dodo" in a white, lowercase, sans-serif font. It is positioned inside a dark purple circle, which is partially enclosed by a thick, light green circular ring that curves around the top and left sides of the text.

**dodo**

# **Dodo Standard Form of Agreement**



## Contents

<b>Section 1- General Terms and Conditions</b> .....	<b>4</b>
1. About these terms and conditions .....	4
2. Becoming a dodo customer .....	4
3. How we communicate .....	5
4. Your responsibilities .....	5
5. Use of the service .....	6
6. Liability .....	6
7. Maintenance and repair of services .....	7
8. Charges and payment .....	9
9. Credit checks .....	11
10. Cancelling or suspending your service .....	12
11. Amending these terms and conditions .....	15
12. Other matters .....	15
13. Privacy .....	16
<b>Section 2 – Mobile Service Schedule</b> .....	<b>17</b>
1. Available mobile phone services .....	17
2. SIM cards .....	17
3. Mobile number portability .....	17
4. Unreasonable use .....	18
<b>Section 3 – Internet Service Schedule</b> .....	<b>19</b>
1. Provision of services .....	19
2. Who can sign up to a fixed line service? .....	19
3. Your obligations when using a Dodo Internet Service .....	19
4. IP addresses .....	20
5. NBN service .....	20
6. Specific NBN data service conditions .....	22

7. Equipment.....	23
8. Definitions.....	24

## **Section 1- General Terms and Conditions**

### **1. About these terms and conditions**

- 1.1. Under the Telecommunications Act 1997, Dodo Services Pty Ltd ('Dodo') may contract with its customers ("you") either on an individual basis or by way of a standard form of agreement ('SFOA'). Dodo has chosen to supply Services to you by way of a SFOA. The terms and conditions constituting Dodo's SFOA are set out in this document. When you acquire a Consumer Service from Dodo, these terms and conditions will apply to you.
- 1.2. This SFOA only applies to Dodo customers who purchased Services on or after 9 November 2023.
- 1.3. For other customers, the SFOA provided to you at the time of purchasing Services from Dodo will continue to apply to you. Please visit [www.dodo.com/terms-policies](http://www.dodo.com/terms-policies) for the SFOA which applies to you.
- 1.4. Dodo is a wholly owned subsidiary of Vocus Group Limited (ABN 96 084 115 499) of Level 10, 452 Flinders Street, Melbourne, Victoria, 3000.
- 1.5. This Dodo SFOA is made up of the following:
  - a. your Welcome Email;
  - b. the CIS;
  - c. Specific Service Terms and Conditions which include the general features, provisioning and maintenance which apply to a specific Service; and
  - d. these General Terms and Conditions.
- 1.6. To understand your rights and obligations you need to read your Welcome Email, these General Terms and Conditions, the CIS, together with the Specific Service Terms and Conditions which relate to the Service which you acquire from us.
- 1.7. To the extent that there is any inconsistency between these documents the order of hierarchy for each document is as set out under clause 1.5.
- 1.8. When you sign up for a specific Service plan with us, there will be terms and conditions relating to that specific Service plan and specific pricing details. These specific Service plan terms and conditions are set out in the Welcome Email you receive from us.
- 1.9. Before we supply Services, you have to agree to these terms and conditions either:
  - a. verbally if you sign up to a particular Service via the telephone; or
  - b. by ordering Services on the Dodo Internet site.

### **2. Becoming a dodo 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. Service availability to you; and
  - d. you meeting our credit requirements.
- 2.2. The SFOA between us and you begins when we accept your application for the supply of a Service and is communicated to you by way of your Welcome Email.

### **3. How we communicate**

- 3.1. We prefer to communicate with our customers by email or through our website. We make invoices and other notices available through a password-protected secure account management tool, MyDodo available at [my.dodo.com](http://my.dodo.com).
- 3.2. As a condition of Dodo providing Services to you, you must provide and maintain a current email address which is capable of receiving emails from us. Furthermore, you agree that:
- a. we may give you notices under this SFOA by email; and
  - b. the notice is deemed to have been delivered to you at the time that our email message leaves our computer system unless, within 24 hours of sending, we receive a notification that the email has not reached its destination.

### **4. Your responsibilities**

#### **Payment for service**

- 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 do this by accessing our account management tool, MyDodo available at [my.dodo.com](http://my.dodo.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 your Premises.

#### **Access to premises**

- 4.3. We (or our contractors/suppliers) 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; and

b. inspect, test, maintain and repair or replace Equipment.

4.4. If you do not own your Premises, you have to get the owner's permission for us to access the Premises for the purposes stated above.

## 5. Use of the service

5.1. Where the SFOA states 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 not use the Service to produce online material that is in contravention of any Australian State, Territory or Commonwealth law including the *Online Safety Act 2021 (CTH)*.

5.7. You must follow our Acceptable Usage Policy when using our Services. This policy can be found at [www.dodo.com/terms-policies](http://www.dodo.com/terms-policies).

## 6. Liability

### Our liability to You

6.1. 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;

6.2. We are liable to you for breach of contract or negligence under the principles applied by the courts, and subject to clause 6.4 below;

6.3. 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;

a. 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

b. Subject to clause 6.4 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, including but not limited to failure in Equipment that is not owned by us, any act of God, bushfire, earthquake, storm or other natural disaster.

- 6.4. Our goods come with 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 guarantees that they will be rendered with due care and skill and be reasonably fit for their purpose. Subject to clause 6.3(c), you are entitled, at your option, to a refund, repair or replacement of the goods, or a refund or credit for Service that is subject to a major failure.

#### **Your liability to us**

- 6.5. You are liable to us for any losses arising out of or in connection with any breach or of any failure to comply with these terms and conditions, or any act or omission by you which is fraudulent or negligent. 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.
- 6.6. 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 6.4.

In addition to Services we provide on our own network, Dodo supplies telecommunications Services through a number of wholesale service partners, including:

#### **nbn co.**

Phone: 1800 687 626

Mail: Tower 5, Level 14 727 Collins Street Docklands VIC 3008 Australia

#### **Telstra**

Phone: 1300 368 387

Mail: Locked Bag 5639 Melbourne VIC 3001

## **Optus**

Phone: 1300 727 414

Mail: 1 Lyonpark Rd, Macquarie Park NSW 2113

### **Maintaining the service**

- 7.2. Unless we advise you otherwise, we will maintain the Services for as long as they are supplied to you.
- 7.3. In certain circumstances we may be required to repair faults to the Dodo Home Phone Services within certain regulatory timeframes. For further details read the Customer Service Guarantee Standard which can be found at [www.dodo.com/terms-policies](http://www.dodo.com/terms-policies).

### **Broadband Equipment**

- 7.4. For your internet service you may need a nbn connection box, a compatible modem and if applicable.. You may purchase a compatible modem from Dodo. If you choose to use your own Equipment, you acknowledge that:
  - a. Dodo will only be able to provide limited support and your Equipment may not be compatible with the Services;
  - b. you acknowledge that your Equipment may continue to communicate and share your information with the original Equipment supplier.
- 7.5. From time to time, we may conduct speed tests of your broadband service via your modem to measure network performance. This will take a short period of time and is not expected to affect Service quality.

### **Mobile**

- 7.6. For your mobile Service you will need a compatible mobile handset. Dodo does not supply mobile handsets.

### **Hardware**

- 7.7. Any Equipment supplied or installed (but is not sold to you) ("Service Equipment") by us or our third party suppliers such as nbn, remains the property of its respective owner. You must maintain the Service Equipment in good repair and condition and may not tamper or modify it.
- 7.8. 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. You are responsible for any damage or costs incurred by us as a result of



your misuse or neglect of the Service Equipment.

- 7.9. Risk and responsibility for hardware which is sold to you by us passes to you upon the earlier of receipt of payment in full, or despatch. Subject to your rights under the Australian Consumer Law, we will not accept any requests for returns or refunds for purchased hardware. Hardware warranty information will be supplied with your purchase.
- 7.10. Postage and handling fees may apply for the delivery of hardware or replacement sim cards.

### **Mobile and Mobile Broadband**

- 7.11. All mobile sim cards supplied by Dodo are for use in compatible mobile handsets or tablet devices only. Mobile sim cards must not be tampered with or modified. Mobile sim cards are not required to be returned at the end of the Service relationship.

### **Your equipment**

- 7.12. 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](http://www.acma.gov.au).
- 7.13. You must make any reasonable changes to your Equipment when we ask you to do so to avoid any danger or interference.
- 7.14. If you choose not to purchase or use Equipment supplied by us, you will ensure that all Equipment meets the standards that are from time to time reasonably specified by us and that all Equipment that you own is in working order.
- 7.15. We may not be able to provide support for any Equipment which has not been supplied by us (e.g. modems) and cannot guarantee its compatibility with the Services.

## **8. Charges and payment**

### **Charges**

- 8.1. The Charges payable for our Services can be found at [www.dodo.com](http://www.dodo.com).
- 8.2. When you apply for a Service from us we will provide you with information about the Charges for that specific Service. Some of these Charges will be fixed, for example monthly access fees and these Charges will be outlined in the Welcome Email. Some charges, such as Hardware charges are paid in advance. Some Charges will be subject to change, for example, international calling Charges or Charges for calling certain numbers (such as 1300 numbers). You can always find the current rates on our website. You agree that, in addition to any fixed amount, you will be charged for additional Services used by you.

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.

### **Payments & Invoicing**

8.4. You can access your current Charges and previous tax invoices at any time using the account management tool, MyDodo, available at [my.dodo.com](http://my.dodo.com).

8.5. You agree that:

- a. your Charges must be paid by direct debit;
- b. the direct debit for your Charges will occur on the first day of each billing cycle;
- c. you will not be issued a bill, unless the total payable by you in that billing cycle is more than 10% higher than the usual fixed Charge with respect to your Service; and
- d. subject to clause 8.5(c) above, we are not required by law to issue you a bill nor notify you of an upcoming direct debit.

8.6. There may be circumstances where for credit management and usage monitoring purposes we issue an interim bill. Charges on your interim bill will be direct debited no sooner than 7 days from the date of your interim bill.

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

8.8. If You have an enquiry about your bill please contact us, our contact details are contained on our website [www.dodo.com](http://www.dodo.com).

8.9. If you are experiencing financial hardship you may be eligible for Financial Hardship assistance, please visit [Dodo Financial Hardship Policy](#) for more information.

### **Direct debit and credit cards**

8.10. Your provision and maintenance of a valid direct debit is a condition of us providing the services to you. You may change your direct debit arrangements at any time through MyDodo available at [my.dodo.com](http://my.dodo.com).

8.11. 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.

8.12. If You fail to maintain a valid direct debit method which results in non-payment, we reserve the right to suspend or terminate the services in accordance with clause 10.16(d).

### **Adjustments and Refunds**

8.13. We can pay you amounts we owe you or that you have in credit by deducting them from amounts you owe us. In the event a refund is necessary, you acknowledge that:

- a. we will only refund those amounts to the original payment method which the amounts were received from; and
- b. if the original payment method is no longer valid, we will exercise our discretion:
  - (i) as to the method of refund and may require supporting documentation from you; or
  - (ii) to refer you to your banking institution to assist with the refund.

8.14. Any Charges which are paid to us at the start of the billing cycle (for example monthly access fees) will not be refunded if you terminate your Service prior to the end of a billing cycle, instead you will be able to use your Service until the end of applicable billing cycle. This clause 8.14 does not detract from any obligations you may have to give notification to cancel a Service.

8.15. If we determine, acting reasonably, that there is an excess credit on your account, we may by written notice to you either:

- a. refund the credit in accordance with clause 8.133; or
- b. temporarily suspend any direct debit arrangements until your account is no longer in excess credit.

## **GST**

8.16. All prices we advertise are inclusive of GST.

### **Charges that apply to all services**

8.17. Administrative Charges may apply to Services supplied by us:

- a. 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, fees associated with the declined transaction may apply;
- b. Late payment charge: Where you have not successfully made payment within at least 14 days after payment is due, a Charge may apply; and
- c. Debt Collection: Where a payment is overdue by more than 28 days and we refer the debt to our lawyers or a third party, a debt collection administration Charge may apply.

8.18. In addition, we will have informed you of the exact Charges for printed invoices at the time when you sign up to a Dodo Service for a Service.

## **9. 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.

## **10. Cancelling or suspending your service**

### **Your rights**

- 10.1. You may request to cancel your Service at any time by calling us on 1300 513 473 between 9am-6pm AEST Monday to Friday.
- 10.2. Upon cancellation of your Service, you will continue to have access to the Service for the balance of the relevant billing cycle. For clarity, Dodo will not pro-rate, or offer any refunds, for cancellations actioned during a billing cycle.
- 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. We can provide a refund for hardware purchased upfront once it has been returned to us.

### **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.

### **Your other rights to cancel**

- 10.5. In addition to your right to terminate your Service as set out in clause 10.1, 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.
- 10.6. With the exception of charges for Services provided, we will not charge you any additional charge if you cancel a Service for the reasons set out in clauses 10.4 or 10.5. above.

### **Our rights**

- 10.7. We can cancel your Service if:
  - a. you agree to the disconnection, or you ask us to disconnect your Service; or
  - b. we give you 30 days written notice, or as otherwise agreed between you and us;

## **Material breach by you**

10.8. We can cancel, suspend, or restrict 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.

10.9. You will be in material breach of the SFOA if you:

- a. 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
- b. breach any of your obligations under the Dodo Acceptable Usage Policy.

## **10.8Suspension of your Service**

10.10. 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.

10.11. If any suspension lasts for more than 7 days, we will not charge you any fixed fees during the period of suspension, but if the suspension was raised under clause 10.9, we may charge you a reconnection fee to restore your Service.

## **Our other rights to cancel, suspend or restrict your Service**

10.12. We can cancel, suspend or restrict your Service by providing you with reasonable notice if:

- a. the law requires us to do so;
- b. the Service becomes illegal or we believe on reasonable grounds that it may become illegal;
- c. you die;
- d. there is an emergency that affects our ability to provide the Service;
- e. we are unable to provide the Service to you due to events outside our reasonable control, including but not limited to failure in Equipment that is not owned by us, any act of God, bushfire, earthquake, storm or other natural disaster; or
- f. we reasonably believe that providing the Service may cause death, personal injury or damage to property.

10.13. We will not charge you for (and will rebate if necessary) any fixed fees during any period of suspension under clause 10.12 exceeding 24 hours.

10.14. You may also terminate your Service, and agree to pay any outstanding Charges for

hardware, if suspensions under clause 10.12, or interruptions of the Service:-

- a. last for 5 consecutive days; or
- b. over a 12 month period amount to a total of 14 days.

10.15. We can also cancel, suspend or restrict your Service by providing you with reasonable notice if:

- a. 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;
- b. you become bankrupt or insolvent or reasonably appear likely to do so;
- c. you vacate the Premises to which the Service is connected;
- d. you fail to pay, provided we comply with our obligations under the Telecommunications Consumer Protection Code including providing you with required notices;
- e. there is excessive or unusual use of the Service that is in breach of any Dodo Acceptable Usage Policy that applies to the Service. The Dodo Acceptable Usage Policy can be found at [www.dodo.com/terms-policies](http://www.dodo.com/terms-policies); or
- f. we reasonably consider that you pose an Unacceptably High Credit Risk to us.

10.16. If we suspend or restrict your Service under clause 10.15, you may terminate the Service 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**

10.17. We can suspend or restrict your Service temporarily if we reasonably believe it is required 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, we may cancel your Service due to necessary maintenance or restoration of any part of a third-party supplier's Network, in which case you will only be charged for Services provided to you. You have the right to terminate the Services if any of the events in clause 10.14 arise.

#### **Refunds of prepayments**

10.18. If your Service is cancelled under this clause 10, we may at our election, either:

- a. 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; or

b. continue to provide the Service for the balance of any prepaid access fees.

10.19. Clause 10.1818 does not detract from any obligations you may have to provide notification of cancellation of your Service.

## **11. Amending these terms and conditions**

11.1. We may amend these terms and conditions as set out below.

### **Changes that benefit You**

11.2. 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**

11.3. 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.

11.4. If the change referred to in clause 11.3 above will have more than a minor impact on you, you may cancel the Service impacted by the change.

11.5. 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 30 days prior to the amendment taking effect by email or direct mail.

11.6. If any amendment to the SFOA would have a more than a minor detrimental impact on you, you may elect to cancel your Service without incurring any termination charges, with the exception of any charges for Services already provided to you or for any outstanding charges for hardware.

## **12. Other matters**

12.1. 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 will continue to have full effect.

### **13. Privacy**

13.1. In collecting, using and storing your personal information, we will comply with our Privacy Policy (as amended from time to time) and the Privacy Act. More information about our privacy practices, including how to access or correct our records, or make a complaint, can be found at [www.dodo.com/terms-policies](http://www.dodo.com/terms-policies)



## **Section 2 – Mobile Service Schedule**

### **1. Available mobile phone services**

1.1. Mobile Plans and specific terms and conditions are available on our website at

<https://www.dodo.com/mobile>.

1.2. The following terms and conditions apply to all Dodo mobile phone and associated services.

### **2. SIM cards**

2.1. You can order a SIM card for your chosen mobile plan at <https://www.dodo.com/mobile>.

2.2. You agree to the following conditions for any SIM card we provide to you:

- a. we require you to comply with our SIM card activation procedures in order to protect you against unauthorised use of the SIM card;
- b. you must take all reasonable care to keep the SIM card in a safe and good condition;
- c. You must notify us immediately if any SIM card is lost, stolen, or destroyed, even if you have not yet activated the SIM card. You will be liable for all Charges attributed to any SIM card supplied to you until such time as you have notified us of the theft, loss, or destruction of such SIM Card.

### **3. Mobile number portability**

3.1. If you wish to port your existing mobile number, you acknowledge that:

- a. You are authorised to request the porting of the mobile number to us;
- b. By porting the mobile number to us, the mobile service and/or any related services associated with that mobile number may or may not be disconnected from your previous mobile service provider, and may result in finalisation of the account for that service which may involve the previous mobile service provider charging you early termination fees; and
- c. For the purposes of porting your mobile number, call and message routing, fault management and fraud prevention, you permit us to disclose the required details to other service providers.
- d. There may be costs and obligations associated with your previous mobile service and the porting of the mobile number;
- e. Porting may be unsuccessful if you fail to provide full and accurate details to us, or if you cancel your mobile service with your previous service provider before the port cutover date;
- f. If another service provider charges us for a service it provided to you before the porting

of your mobile number to us, we will advise you accordingly and you must pay the other supplier that amount. If you dispute the amount claimed, you must notify us and your previous service provider in writing;

- g. We will not accept any liability for any amounts owing by you to another service provider for services associated with the mobile number; and
- h. You hereby authorise us to take all reasonable steps necessary to port your mobile number.

#### **4. Unreasonable use**

4.1. You must follow our Acceptable Usage Policy when using the mobile phone services. This policy can be found at [www.dodo.com/terms-policies](http://www.dodo.com/terms-policies)

4.2. We further reserve the right to terminate your mobile phone service if you do any of the following without our written permission, which can be withheld at our sole discretion:

- a. Make or receive calls or send or receive content using the mobile phone service other than for your own personal use;
- b. Wholesale any Service, including transit, re-file or aggregate domestic or international traffic;
- c. Use the Service, including any SIM card, in connection with a device that switches or reroutes calls to or from our Network or the Network of any supplier;
- d. Use the Service or a value-added Service feature to switch devices which overcome the time cap on free or flat call rates, thus keeping a line open potentially for hours and limiting the ability of other customer to access our Network or the Network of our supplier; or
- e. Materially breach our Acceptable Usage Policy.

## Section 3 – Internet Service Schedule

### 1. Provision of services

- 1.1. We provide [NBN Fixed Line and NBN Fixed Wireless Services](#) ('Dodo Internet Service').
- 1.2. Dodo Internet Plans and specific terms and conditions are available on our website at <https://www.dodo.com/nbn>.
- 1.3. If you order a Dodo Internet Service, we will charge you for the Service from the date that the Service is activated.
- 1.4. The following terms and conditions apply to all Internet Plans and bundled services.

### 2. Who can sign up to a fixed line service?

- 2.1. Only an occupier of a Premises, or their authorised representative, may sign up to a Dodo Internet Service. We may require evidence to confirm that you have the right to arrange for the connection of a Dodo Internet Service.
- 2.2. Our website provides information about [moving premises](#). If you move premises then clause 10.16 of section 1 of the SFOA applies.

### 3. Your obligations when using a Dodo Internet Service

- 3.1. You must comply with Our Dodo Acceptable Usage Policy when using a Dodo Internet Service. The Dodo Acceptable Usage Policy can be found at [www.dodo.com/terms-policies](http://www.dodo.com/terms-policies).
- 3.2. You acknowledge that we will not be held responsible in any way for any content or information accessed via the Dodo Internet Service, except where we actually provide such content or information.
- 3.3. We disclaim all or any liability for any material on the Internet that you may find offensive, upsetting, defamatory or personally offensive.
- 3.4. You must not access, nor permit any other party to access, the Dodo Internet Service for any purpose or activity of an illegal or fraudulent nature.
- 3.5. You must not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information accessed through or received from the Dodo Internet Service that would infringe the intellectual property rights of any person.
- 3.6. The statutory warranties described in clause 6.4 of section 1 of the SFOA apply to Dodo Internet Services.
- 3.7. We strongly encourage you to prepare and maintain sufficient back-up files and data storage capacity for all your data including electronic messages.
- 3.8. We have no responsibility to provide training in the use of any Dodo Internet Service and/or related applications.

3.9. In order for us to provide you with the Dodo Internet Service, you need to do the following:-

- a. ensure that you keep your account information, password, data and Equipment secure;
- b. ensure your computer is configured for Internet and VoIP (voice over internet protocol, if applicable);
- c. ensure that any other people to whom you provide access to the Dodo Internet Service comply with our Acceptable Usage Policy; and
- d. ensure that any equipment provided by you does not damage the Dodo Internet Service or any transmission facilities.

3.10. If your Dodo Internet Service is connected concurrently with another Service, you acknowledge that:-

- a. The installation of the Dodo Internet Service may interfere with other services you receive, such as back-to base security monitoring services. It is your responsibility to contact your third-party service provider about any temporary interruption of Services and any additional Equipment required;
- b. You may not be able to access some other products and services that are incompatible with your Dodo Internet Service.
- c. If we fail to bring the possibility that these impacts may occur to your attention when you sign up, you may terminate the Dodo Internet Service at no cost if you are adversely affected as a result of any of these events.

#### **4. IP addresses**

4.1. IP addresses will be provisioned using CG NAT unless you order a static IP address in which case you will incur an additional Charge.

4.2. If you are unable to use an IP address allocated with CG NAT because you require a public IP address, we may enable a dynamic IP address, or you can purchase a static IP address.

4.3. Any IP addresses allotted to you by us, whether provisioned by CG NAT, 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.

#### **5. NBN service**

5.1. The Dodo Internet Service is provided to your Premises over an Access Network which is provided to us by our network suppliers.

- 5.2. The NBN Service is not available in all areas or to all premises. The availability of the NBN Service will be assessed by us at the time you apply for the NBN Service. Please check [www.dodo.com](http://www.dodo.com) for details about the general availability of the NBN Service.
- 5.3. Any general statements, maps or illustrations of the NBN Service's availability are a guide only and must not be relied upon as a commitment to provide a NBN Service to any particular Premises.
- 5.4. We will endeavour to connect your NBN Services as soon as we are able to. However, we cannot guarantee the availability or date of commencement of the NBN Service.
- 5.5. In order to connect your NBN Service, you may be charged a standard installation cost if a new nbn connection is required to be installed at the premises. Dodo will provide you with details of the installation costs, if this applies to your connection.
- 5.6. Any non-standard requests regarding the location of the ONTD, NAP or other aspects of the NBN Service installation at the Premises ("Custom Installation") may incur additional fees which must be agreed upon prior to installation of 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 clause 5.5 or may be invoiced by the third party actioning the installation.
- 5.7. If you need to reschedule an installation appointment, you must give us at least two Business Days' notice.
- 5.8. Any internal wiring which may be required to connect 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 the licensed technician to perform the required work. Any related charges may be billed by the party who performs the required work.
- 5.9. 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 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 NBN Service is provided to you, and for a reasonable period thereafter as reasonably requested by us or our supplier.
- 5.10. 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 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 NBN Service; and

5.11. You agree that the purpose for which the NBN Service is fit is 'internet grade' only.

Accordingly, you acknowledge that:-

- a. successful data transport using the NBN Service is not guaranteed;
- b. the availability or performance of the NBN Services may vary; and
- c. 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.

5.12. The ability to provide 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. You will be responsible for the cost of power used by the unit.

## **6. Specific NBN data service conditions**

6.1. Specifics of the Dodo Internet Service, including any included data allowance and charges, are set out in the relevant plan and/or pricing schedule, available at <https://www.dodo.com/nbn>.

6.2. 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;
- 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;
- 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; and
- g. the nbn Fair Use Policy being applied for nbn Fixed Wireless Services.

6.3. 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.

## **7. Equipment**

7.1. We may provide you with Equipment for use in connection with your NBN Service, such as a modem.

7.2. If you choose to provide your own Equipment for use in connection with your NBN Service, such as a modem, then you acknowledge that we are not responsible or able to provide support for that Equipment.

7.3. 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.

## 8. Definitions

**Access Network** means a fibre to the premises access network which consists of the optical network connection from the relevant exchange to the ONTD located at the Premises or a fixed wireless access network or satellite access network, each that forms part of the National Broadband Network.

**Charge** means a charge specified in the SFOA or for any Service provided by Us to You.

**CG NAT or Carrier Grade NAT** is a method of sharing a single unique public IP address with multiple users.

**CIS** means the Critical Information Summary relevant to your Service which is located on our website at [www.iPrimus.com](http://www.iPrimus.com).

**Consumer** means a person who ordinarily acquires the Services from Us.

**Equipment** means goods or software used in connection with a Service or 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.

**NAP** means Network Access Point. Generally, this will be installed on the outside of the Premises.

**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.

**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 Dodo 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.

**Network** means a 'telecommunications network' as defined under the Telecommunications Act 1997.



**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 NBN Service.

**Optus Mobile Network** means the mobile network provided by Optus, as it may change from time to time.

**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.

**Roamer Device** means a wireless modem, such as a USB modem or PC Data Card, which is used to access the Dodo Mobile Wireless Broadband Service. The Roamer modem is compatible with the Optus Mobile Network

**Service/s** 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.

**SIM** means Our subscriber identity module card which, when inserted into Your Equipment gives You access to the Dodo Mobile Wireless Broadband Service.

**Software** means the program and associated data required used to access a Service..

**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:-

- (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/Dodo** means Dodo Services Pty Ltd ACN 158 289 331

**Welcome Email** means the email we send you on our acceptance of your application for supply of a Service.

**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.