

nbn™ Fibre Connect Program Terms and Conditions

nbn™ Fibre Connect (**'Upgrade'**) is offered in accordance with these Terms and Conditions.

Eligibility

1. The Upgrade to Fibre to the Premises (FTTP) is only available to selected areas which **nbn** have identified as eligible for customers with the following technology:
 - a. Fibre to the Node (FTTN); or
 - b. Fibre to the Curb (FTTC),

(‘Eligible Customers’).
2. The installation of FTTP itself is free and will be managed by **nbn** which will require an appointment to install.
3. Dodo accepts no responsibility for the Upgrade to the extent which it is managed and/or implemented by **nbn**. To the extent permitted by law, Dodo is not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by **nbn** or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to an Eligible Customer.

Your Upgraded Service

4. Dodo will not be testing the speed of your connection before the Upgrade.
5. The minimum service that is made available by Dodo for the Upgrade for FTTN customers will be:
 - a. NBN100; or
 - b. Home Superfast.
6. The minimum service that is made available by Dodo for the Upgrade for FTTC customers will be Home Superfast.
7. The provision of your Dodo nbn™ service will be subject to Dodo’s standard terms and conditions on its website.

Installation

8. If you are transferring your active service to Dodo on your old technology before upgrading to FTTP:
 - a. Dodo will connect Eligible Customers to a plan that works on the old technology (**'Available Plan'**) until installation is completed (**'Transition Period'**). You will pay the plan fee for the Available Plan during the Transition Period.
 - b. **nbn** will confirm with Dodo when the installation is completed.
 - c. Your Upgrade will not be impacted if you wish to downgrade your **nbn** speed tier during the Transition Period via My Dodo.
 - d. You acknowledge that for the duration of the Transition Period, you may not receive the maximum attainable speed in connection with the Available Plan you choose.
 - e. If during the Transition Period you do not receive the maximum attainable speed or the Upgrade takes longer than 28 days, you will not be compensated, and you hereby waive any rights to compensation to the extent permitted by law.
9. If you have chosen to Upgrade to FTTP during your initial connection to Dodo, it will be installed and activated on a date specified by **nbn** and agreed to by you.

10. If you're an existing customer upgrading to FTTP, you will remain on your current plan until the Upgrade is complete, at which time you will move to your chosen plan.
11. There will be two technician visits from **nbn**.
 - a. At the first visit, an **nbn** technician will check your existing connection and do some pre-work on the exterior of your home (if they can gain access and are able to get your permission to do so). This visit is not pre-booked and doesn't require you to be home. **nbn** will attend anytime between when you order the Upgrade and the second visit.
 - b. At the second visit, an **nbn** technician will install required hardware inside your home as well as complete any outstanding pre-work from the first visit.
 - c. You need to be at home for at least the second visit. We will book an appointment on your behalf with **nbn** for this visit.

Billing

12. If you are transferring your active service to Dodo on your old technology before upgrading to FTTP your first invoice will be for your Transition Period plan for a full month in advance. Charges for your Upgraded plan will begin on the first bill date after your Upgrade occurs.
13. If you have chosen to Upgrade to FTTP during your initial connection to Dodo, you will be billed on activation of your new FTTP service for a month in advance. You will be required to disconnect your old FTTN or FTTC service after you Upgrade to prevent future billing on the old service.
14. If you're an existing customer upgrading to FTTP, you will be charged for your new plan on your next bill date after your Upgrade occurs.

Promotional Offers

15. If you receive a promotional offer on your Transition Period plan that lasts longer than 1 month, and that offer is also available on your Upgraded plan, the remaining period of that offer will continue on your new plan after the Upgrade occurs.

General

16. You will be charged a \$220 fee if you:
 - a. cancel your service(s) with Dodo; or
 - b. downgrade your speed to either NBN100 or below if you were previously on FTTC, or NBN50 or below if you were previously on FTTN,within the first 12 months of the completion date of the Upgrade.