



Last Updated: 17 March 2026

UCOM Telecom Pty Ltd ACN 679 170 373 ("UCOM", "we", "us", "our")

This Service Schedule may be updated from time to time. The current version will always be available on our website. We will provide you with at least 30 days' written notice of any material changes to this Service Schedule that may adversely affect your rights or obligations. Continued use of our Services after the notice period constitutes acceptance of the updated Service Schedule. If you do not accept the changes, you may terminate the Service without penalty by providing written notice to us before the changes take effect.

Part D – Broadband Internet Services Schedule (excluding nbn Services)

1. Application

This Service Schedule applies in addition to our Customer Terms, Policies and Critical Information Summaries when we supply you with a Broadband Internet Service other than an nbn Service.

2. Additional Terms

Where we supply you with a Broadband Internet Service:

- (a) You acknowledge that expected speeds provided to you prior to installation are subject to technical limitations and network conditions. We will provide speeds as "up to" the maximum available speed, and we will use reasonable endeavours to provide speeds that are consistent with the typical speeds disclosed to you for your service type and location prior to entering into this Contract. If the actual speeds fall materially below the typical speeds disclosed (being a reduction of more than 25% below the typical speed disclosed) for a sustained period of at least 3 consecutive days or 7 days in any 30-day period, you will be entitled to remedies under the Australian Consumer Law, including moving to another Service type at no additional cost or exiting the Contract without penalty and receiving a pro-rata refund of any prepaid fees, provided you have first notified us of the speed issues and given us a reasonable opportunity (at least 10 Business Days) to investigate and remedy the issue.
- (b) You must reasonably co-operate and allow us or our Wholesale Supplier to establish and supply the service to you safely and efficiently.
- (c) You acknowledge that compatible hardware may be required for the operation of your service. If we recommend compatible hardware and you choose to use different hardware, we are not liable for any failure of the service caused by the use of that incompatible hardware. Our advice regarding hardware requirements and the risks of using incompatible hardware may be provided in any form, including verbally, in writing, or by reference to information published on our website, and shall be deemed sufficient notice for the purposes of this clause.

- (d) To the extent permitted by law and subject to your rights under the Australian Consumer Law, you acknowledge that our Wholesale Supplier and its third party supplier(s) are not liable to you for indirect or consequential loss arising out of the following (to the extent that the liability is caused by the provision or cancellation of the Broadband Internet Service), provided that this limitation does not affect our liability to you or our obligations to provide you with remedies under the Australian Consumer Law. Where any failure or loss is attributable to the acts or omissions of our Wholesale Supplier or third party suppliers, our liability to you shall be limited to the extent of any recovery we are able to obtain from such Wholesale Supplier or third party suppliers on your behalf:
- i. disruption of your telephone service or monitoring service;
 - ii. cancellation of the Broadband Internet Service;
 - iii. suspension of the provision of the Broadband Internet Service;
 - iv. cancellation of, or refusals to provide, any incompatible products; and
 - v. possible breaches of the Telecommunications (Customer Service Guarantee) Standard in respect of you.
- (e) We will provide the service to you with due care and skill in accordance with our obligations under the Australian Consumer Law and the Telecommunications Act 1999. In the event of unexpected faults we will use reasonable endeavours to ensure the Service is restored as soon as reasonably practicable, and in accordance with any applicable timeframes under the Telecommunications (Customer Service Guarantee) Standard 2011 where applicable.
- (f) When you use the Service you must comply with all applicable laws and any lawful directions by a regulator, and reasonable directions by us (provided such directions are notified to you in writing, via email to your registered email address, or via your online account with at least 7 days' notice except in cases of emergency, urgent operational requirement, legal requirement, or network security threat, in which case we may issue the direction immediately and will endeavour to provide notice as soon as reasonably practicable). You must not knowingly or recklessly engage in conduct that would expose us to liability through your use of the Service.
- (g) Where a fault occurs with your service, you must provide all reasonable assistance to enable us or our staff, or where necessary our Wholesale Supplier, to investigate and repair a fault.
- (h) Where:
- i. the fault arises in or is caused by a Wholesale Supplier's network,
 - ii. we become aware of the fault, and
 - iii. we are not responsible for the repair of that fault.
- We will:

- iv. notify the Wholesale Supplier of the fault within 1 Business Day of becoming aware of it and request that the fault be corrected promptly, and
 - v. follow up with the Wholesale Supplier at least every 3 Business Days until the fault is resolved and keep you informed of progress.
- (i) Subject to our rights and obligations under the Australian Consumer Law, we will not bear further liability or responsibility for faults in the Wholesale Supplier's network beyond our obligation to report such faults and follow up on their resolution with reasonable diligence. However, we remain responsible for ensuring the Service meets the Consumer Guarantees, and you retain all rights under the Australian Consumer Law regardless of the source of any fault.
- (j) Where the fault arises in or is caused by equipment that we are not responsible for, such as equipment that is owned by you or is not provided by us for you to use in connection with the service, we are not responsible for the repair of that fault, provided we have used reasonable endeavours to diagnose that the fault lies in such equipment and have provided you with a written explanation of our diagnosis and the basis for concluding the fault is not our responsibility within 5 Business Days of completing our investigation. If you dispute our diagnosis, you may obtain an independent assessment from a qualified technician at your cost, and if the independent assessment determines the fault is solely and directly our responsibility, we will reimburse you for the reasonable cost of that assessment (up to a maximum of \$300) and complete the repair at no cost to you within a reasonable timeframe having regard to the nature and complexity of the fault. If you ask us to investigate and repair such a fault:
- i. we will give you a written estimate of the probable cost of investigating the fault and, if you agree in writing to pay those costs, we will undertake an investigation and we will then charge you the actual cost of investigation up to the estimated amount (or the actual cost if higher, provided we obtain your prior written approval for any amount exceeding the estimate by more than 10%). If our investigation reveals that the fault was actually our responsibility or the responsibility of our Wholesale Supplier, we will refund all investigation costs charged to you;
 - ii. if we have investigated the fault, we will use reasonable endeavours to inform you of the fault's probable cause; and
 - iii. if you request that we repair the fault and we agree to repair the fault, we will give you a written estimate of the probable cost of repairing the fault and, if you agree in writing to proceed, we will then charge you the actual cost of repair up to the estimated amount (or the actual cost if higher, provided we obtain your prior written approval for any amount exceeding the estimate by more than 10%). If during the repair we discover that the fault was actually our responsibility

or the responsibility of our Wholesale Supplier, we will refund all repair costs charged to you and complete the repair at no cost to you.

- (k) If you want your Broadband Internet Service reconnected or relocated, our Wholesale Supplier may charge us a reconnection or relocation fee, which may be subject to new Contract terms. We may recoup that reconnection or relocation fee from you and allow you to enter into a new Contract, provided we have notified you in writing of the amount of such fee (or if the exact amount is not known, a reasonable estimate) and the terms of the new Contract before proceeding with the reconnection or relocation and you have agreed in writing to proceed with the reconnection or relocation at that cost and on those terms.
- (l) You must ensure that any person you allow to use the service complies with your Contract and you remain responsible for their use of the service. You must take reasonable steps to ensure such persons are aware of and comply with the key obligations under this Contract.