

FlixLink Customer Terms

The agreement for every FlixLink service, in plain English.

Effective date: 1 November 2026 · Version 1.0

FlixLink · Flixlink Broadband Pty Ltd, ABN 44 669 575 679 · (02) 9071 2900 · info@flixlink.com.au · flixlink.com.au

These are the terms for every service you get from FlixLink: nbn® internet, business internet and data, voice, mobile, home wireless and the equipment we sell. Part A applies to all services. Part B adds the rules for each type of service. We've written them in plain English. If anything isn't clear, call us on (02) 9071 2900 before you sign up and we'll explain it.

PART A: GENERAL TERMS (ALL SERVICES)

1. About these terms

1.1 Who we are. Your services are supplied by Flixlink Broadband Pty Ltd (ABN 44 669 575 679), trading as FlixLink Telecommunications ("FlixLink", "we", "us", "our"). "You" means the customer named on the account.

1.2 What makes up your agreement. Your agreement with us is made up of:

- these Customer Terms: Part A, plus the parts of Part B for the services you take
- your order: the online order, application form or quote you accept, including the plan, price and any minimum term
- the Critical Information Summary (CIS) for your plan, which summarises the key information about it
- our Acceptable Use and Fair Use Policy.

Our Privacy Policy, Complaint Handling Policy, Financial Hardship Policy, Account Security and Scam Protection Policy and Domestic, Family and Sexual Violence Support Policy explain how we look after you. You can read all of them on our website at any time, free, and we'll email you a copy on request.

1.3 If documents differ. If there's a difference between documents, the most specific one applies:

1. anything we've agreed with you in writing for your order
2. Part B (service terms)
3. Part A (general terms).

None of these documents can take away your rights under the law. A repayment plan for equipment never creates a minimum term for your service.

1.4 Consumers and small businesses. Many of the protections in these terms come from the Telecommunications Consumer Protections Code and other telecommunications rules. Those rules protect "consumers": residential customers, and small business and not-for-profit customers who spend less than \$40,000 a year with us and didn't negotiate their terms. We apply these terms to all customers. Where a business customer has a separately negotiated agreement, that agreement also applies.

1.5 Your rights under the Australian Consumer Law. Nothing in these terms excludes, restricts or changes any right or remedy you have under the Australian Consumer Law or any other law that can't be excluded.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods, and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

2. Signing up

2.1 Who can apply. You must be at least 18, give us true and complete information, and be the person (or be authorised by the business) the service is for. If you're ordering for someone else, you must have their permission.

2.2 Checking your identity. We check who you are when you sign up and before we make important changes to your account. For mobile services, we check your photo ID on a video call; we don't keep a copy. Our Account Security and Scam Protection Policy explains how we verify you and why. If we can't verify you, we may refuse the order or the change.

2.3 Availability. We check that a service is available at your address before you order. Our checks rely on information from nbn and our suppliers. Very occasionally that information is wrong. If we find after you order that we can't supply the service, we'll tell you and refund everything you've paid for it.

2.4 Transferring services to us. When you ask us to transfer a service to FlixLink (for example an nbn service or a phone number), you authorise us to arrange the transfer with your current provider. You're responsible for anything you still owe your current provider, such as early termination charges or device repayments. Before you transfer, check your current contract.

2.5 Credit assessment. We don't run credit checks for month-to-month services. Before we supply a service with a minimum term longer than one month, such as a 24-month Home Wireless or 5G Home plan, we'll do a credit assessment, as the Telecommunications Consumer Protections Code requires. We may also do one for large business orders. We'll ask for your consent first and tell you the outcome. If we decline, or limit what we can supply, we'll tell you why and what you can do.

2.6 When the agreement starts. Our agreement starts when we confirm your order, usually by email. Each service starts when we activate it.

2.7 Cooling-off. We don't make unsolicited door-to-door or phone sales. If the Australian Consumer Law gives you a cooling-off period for a sale, you can cancel within that period without penalty.

2.8 Connection times. We'll give you an estimated connection date and keep you updated. Some connections need an nbn® technician appointment. If we can't connect your service, we'll refund everything you've paid for it.

3. Your account and keeping it safe

3.1 Keep your details up to date. Tell us when your contact details change, so we can reach you about your service, bills and security alerts.

3.2 Keep your account secure. Keep your devices, SIM, eSIM, passwords and verification codes private. Never share a code we send you with anyone who contacts you. We'll only ask you for a code when you've contacted us, or when you've asked us to move your number. Our Account Security and Scam Protection Policy explains how to spot scams that pretend to be us.

3.3 Authorised representatives and advocates. You can appoint someone to manage your account for you (an authorised representative), or to speak for you (an advocate). Contact us to set this up. We'll verify both of you before we add them.

3.4 Use of your service. You're responsible for charges for use of your service. The exceptions are:

- use after you've told us your SIM, phone or account details were lost, stolen or misused
- use caused by our mistake, or by fraud we should reasonably have prevented
- situations where the law says otherwise.

3.5 Lost or stolen SIM or phone. Tell us straight away. We'll suspend the service and help you get a new SIM or eSIM once we've verified you. Suspending is free; your plan charges continue while the service is suspended, unless you cancel. You aren't responsible for usage after you first tell us. Our Account Security and Scam Protection Policy explains the steps and what you pay.

3.6 If you're affected by domestic, family or sexual violence. If you use a service or number on someone else's account and you're affected by domestic, family or sexual violence, tell us. We'll talk with you about your options. These can include moving the service or number into an account in your own name, a new number, and extra security on your account. We'll make your safety the priority and follow our Domestic, Family and Sexual Violence Support Policy.

3.7 Suspected fraud. If we reasonably suspect fraud or unauthorised activity on your account, we may pause a transaction, ask for extra verification, or temporarily suspend the affected service to protect you. We'll contact you as soon as we can, in a way that's safe for you.

4. Prices, billing and payment

4.1 Prices. Your plan's price and inclusions are in your order and CIS. All prices for consumers include GST. Prices for business services may be shown excluding GST; if so, we say so.

4.2 When we charge.

- Plan charges are charged monthly in advance.
- For online nbn® orders, we take your first month's payment when you order, then charge each month on the same date.
- For mobile and other services, we take your first payment before we activate the service, usually through a secure payment link we email you, then charge each month on the same date.
- You only pay for days your service is working. If you paid for days before your service started working, we credit them to your next payment.
- Usage charges, such as extra data, roaming packs and calls not included in your plan, are charged after they happen, usually with your next monthly payment.

4.3 How you pay. You pay through Stripe, our secure payment provider. You can pay by debit or credit card, including through Apple Pay or Google Pay where they're shown at checkout. Stripe handles your payment details; we never see or store your full card number. By giving us a payment method, you authorise us to charge it for the

amounts due under this agreement until you cancel. We don't charge a surcharge or any fee to pay. If you'd rather not have automatic payments, ask us for a one-off payment link each month. Business customers may be invoiced on agreed terms.

4.4 Bills and receipts. You'll get a bill or receipt by email for each payment. It shows what you paid, the period it covers and any usage charges. You can ask us for itemised usage and your billing history, free.

4.5 Old charges. We won't charge you for usage more than 160 days after it happened.

4.6 Questioning a charge. If you think a charge is wrong, contact us. We'll investigate under our Complaint Handling Policy. While we do, we won't take any action to collect the amount in dispute. If we got it wrong, we'll fix it and refund or credit you.

4.7 If a payment fails. We don't charge late payment fees. If a payment fails:

1. We'll tell you, retry the payment and give you a chance to update your card or pay another way.
2. If the amount stays unpaid, we'll contact you at least 3 times and send written notice at least 10 business days before we restrict, suspend or disconnect any service. The notice will say what we'll do, when, and how to avoid it.
3. Disconnection is always a last resort. We won't take any of these steps: - for an amount you're disputing in an open complaint - while we're considering or providing financial hardship assistance - during the protected period that applies when you've told us about domestic, family or sexual violence.
4. If we restrict or disconnect a service by mistake, we'll reconnect it free.

If you're finding it hard to pay, please tell us early. Our Financial Hardship Policy explains the help available. Applying is free.

4.8 Special offers. Offers such as the FlixLink Special apply only as described in the offer terms on our Terms and Policies page. They can't be exchanged for cash.

5. Changes to your service or these terms

5.1 Changes you ask for. You can change plans, add services or move home by contacting us. We'll tell you about any charges before you confirm.

5.2 Changes we make that are good for you or neutral. We may make changes that don't disadvantage you. Examples are a price decrease, extra inclusions, clearer wording, or a change of wholesale network with no effect on your service. We'll tell you about any change that affects how you use your service.

5.3 Changes that are worse for you. We'll give you at least 30 days' written notice before a change that is to your detriment, such as a price increase or fewer inclusions. If you don't accept the change, you can cancel the affected service before it takes effect without paying any early termination charge. You'll still need to finish paying for any equipment you keep.

5.4 Changes we have to make. Sometimes a law, a regulator or a wholesale supplier requires a change. When that happens, we'll give you as much notice as we reasonably can. If the change is to your detriment, clause 5.3 applies.

5.5 Retired plans. If we stop offering your plan, we'll move you to the closest current plan. We'll give you at least 30 days' notice and tell you how it compares. You can cancel instead, with no early termination charge.

5.6 Changing our wholesale supplier. If we move your service to a different wholesale supplier, we'll tell you beforehand: the date, any effect on your service or equipment, and how to complain about it. If the move is to your detriment, clause 5.3 applies.

6. Ending your service

6.1 Cancelling a month-to-month service. You can cancel any time by calling or emailing us. There's no exit fee.

- We'll confirm the cancellation in writing.
- Your service continues to the end of the month you've already paid for, and we stop charging after that. We don't refund part months.
- You still need to pay any usage charges up to the end date.
- If you're paying off equipment, the remaining repayments become payable (see clause 7.2).

6.2 Cancelling a fixed-term plan. Some plans have a minimum term, such as a 24-month 5G Home plan. If you cancel one before the term ends, you may have to pay the early termination charge shown in your CIS and order. The charge reduces as the term goes on and is never more than the amount stated there. You don't pay it if:

- you cancel because of a change under clause 5.3
- you cancel because of a major failure under the Australian Consumer Law
- we end the service under clause 6.5(d).

6.3 Moving to another provider. If you move a service to another provider, it ends when the transfer completes. Please let us know, so we can make sure billing stops. Port your phone numbers before you cancel: once a service is cancelled, its number may be lost.

6.4 Suspending a service at your request. Ask us if you need to pause a service, for example while travelling. We'll tell you what's possible with your service and any charges before we do it.

6.5 When we can suspend, restrict or cancel a service. We'll only act in a way that's proportionate to the problem. We may suspend, restrict or cancel a service:

- (a) **for unpaid amounts**, only after following clause 4.7
- (b) **for a serious or repeated breach** of these terms or our Acceptable Use and Fair Use Policy. We'll first give you written notice and at least 14 days to fix it, unless (c) applies.
- (c) **suspend or restrict immediately**, where we reasonably need to:
 - stop fraud, identity theft, a scam, illegal activity, or harm to people or the network
 - comply with the law or a direction from a regulator, emergency service or court.

We'll tell you as soon as practicable and explain what you can do. We'll only cancel the service after that if clause 6.5(b) or (d) applies, or the law requires it. - (d) **if we can no longer supply the service**. Examples are a wholesale supplier stopping the service, technology being retired, or a network being withdrawn. We'll give you as much notice as we can, and at least 30 days unless the cause is outside our control. We'll help you move to another service or provider, won't charge any early termination charge, and will refund amounts you've paid for any period after the service ends. - (e) **if your mobile phone can't call Triple Zero (000)**, as the emergency call rules require (see clause 16.3).

If you've told us you're affected by domestic, family or sexual violence, we won't restrict, suspend or disconnect your service during the protection period in our Domestic, Family and Sexual Violence Support Policy, except where the law requires it.

6.6 If we cancel because of a breach. If we cancel a service under clause 6.5(b), including after a suspension under clause 6.5(c), you'll need to pay any amounts owing to the date it ends. This includes any early termination charge, the remaining equipment repayments, and any loaned equipment you don't return.

7. Equipment

7.1 Equipment we supply. This clause covers all equipment we supply, now or in the future, whether you buy it outright, pay it off or we lend it to you. For example: modems and routers, mesh Wi-Fi, 4G and 5G modems, SIM cards, phones, and network equipment for business services. Each item's details, such as its model, price, warranty, whether it's sold or lent, and any repayment options, are on its product page and in your order or quote.

7.2 Repayment plans. Where we offer interest-free monthly repayments for an item:

- the price is split into equal monthly amounts (for example 12 or 24 for a modem) and added to your monthly payment, with no interest and no fee
- your service is still month to month: a repayment plan never creates a minimum term
- if your service ends before the last repayment, the remaining repayments become payable when the service ends, and you keep the item
- if you bring your own modem, choosing a 12 or 24-month option at checkout doesn't lock you in or change your price.

7.3 Delivery. We send equipment to the delivery address you give us, usually by tracked post or courier, and tell you when it's on its way. If it's lost or damaged before it reaches you, tell us and we'll replace it at no cost.

7.4 Ownership and risk. Equipment you buy belongs to you once it's paid for in full. You're responsible for looking after it from when it's delivered.

7.5 Set up for FlixLink. Equipment we sell, such as a modem, may arrive set up for your FlixLink service. Once it's paid for it's yours, so you can keep using it if you leave us. You may need to reset it to use it with another provider.

7.6 Loaned equipment. If we lend you equipment, or it's included with your plan and stays ours, we'll tell you when you order. Return it in reasonable condition (fair wear and tear excepted) within 30 days after the service ends. If you don't, we may charge you its reasonable depreciated value; we'll tell you the amount first.

7.7 Faulty equipment. Equipment you buy from us comes with the consumer guarantees in clause 1.5, as well as the manufacturer's warranty described with the product. If it doesn't work when it arrives, or develops a fault later:

- contact us first; you don't need to deal with the manufacturer yourself
- we'll help you check it, as many problems are fixed with a restart or a setting
- if it's faulty, we'll arrange a repair, replacement or refund as the law requires, and cover the cost of sending it back.

7.8 Bringing your own equipment. You can use your own compatible equipment, such as a modem or phone. We'll help where we can, but we can't fix faults in equipment we didn't supply.

7.9 nbn® equipment and our suppliers' equipment. nbn® installs and owns the equipment that connects your premises to its network, such as the nbn® connection box and, for some connection types, its power supply. For some business and building fibre services, our supplier installs and owns similar equipment. We don't sell this equipment, and it isn't ours or yours. Please:

- leave it where it was installed, keep it plugged in and switched on, and don't open, move or tamper with it
- leave it at the premises when you move or your service ends
- tell us, not nbn® or our supplier, if it's damaged or stops working. We'll arrange the repair with them.

If nbn® or our supplier charges us to repair or replace it because of damage at your premises (other than fair wear and tear), we may pass that charge on at cost. We'll tell you before we do.

8. Service quality, faults and outages

8.1 What we provide. We'll supply your services with due care and skill. Our services rely on networks run by nbn® and other wholesale suppliers. Like all networks, they can be affected by faults, outages, maintenance, congestion and things outside anyone's control. We can't promise an uninterrupted or error-free service, but this doesn't affect your rights under clause 1.5.

8.2 Speeds. Plan speeds are the maximum speeds of the plan, not the speeds you'll always get. Actual speeds depend on:

- your connection type
- the time of day and how busy the network is
- your Wi-Fi, wiring and devices
- the websites and services you use.

Each nbn® plan's Key Facts Sheet shows its typical evening speed (see clause 13.2). Part B explains what we do if your line can't reach your plan speed.

8.3 Reporting a fault. Call us on (02) 9071 2900 or email info@flixlink.com.au. We'll ask you to do some simple checks to find the cause. If we need to book a technician, we'll tell you about any charge that could apply before we book it (see clause 13.9). We'll keep you updated until the fault is fixed.

8.4 Outages. If we know about an outage affecting your service, we'll tell you:

- as soon as we reasonably can after our network supplier tells us
- with updates about what's happening and when it's expected to be fixed.

Our Support page explains how we communicate about outages, and links to nbn®'s outage register.

8.5 Planned maintenance. Our suppliers sometimes need to do planned work. Where we get notice of planned work that will interrupt your service, we'll pass it on.

8.6 Priority Assistance. We don't offer Priority Assistance. If you or someone in your home has a diagnosed life-threatening medical condition, contact a provider that offers Priority Assistance, such as Telstra.

8.7 Service credits. Business Assurance and some business services include service levels and credits. Where they do, they're set out in your order and CIS.

9. Responsibility for loss

9.1 Your rights come first. This clause doesn't limit your rights under clause 1.5 or any law that can't be excluded.

9.2 What we're responsible for. We're responsible for loss or damage you suffer because:

- we breached this agreement
- we were negligent
- our goods or services failed to meet a consumer guarantee.

Our responsibility applies as far as the law provides. It is reduced to the extent you or your equipment caused or contributed to the loss.

9.3 What we're not responsible for. We're not responsible for loss to the extent it's caused by:

- events outside our reasonable control
- your own equipment, software or wiring
- your use of the service in breach of this agreement.

This doesn't reduce our obligations under the Australian Consumer Law. We'll always do what we reasonably can to restore your service.

9.4 Business customers. This clause applies where a service is not of a kind ordinarily acquired for personal, domestic or household use, and the law allows us to limit our liability. In that case:

- our liability for failing to meet a consumer guarantee is limited to supplying the service again, or paying the cost of having it supplied again
- neither of us is liable to the other for loss of profits, revenue or business opportunities, or for indirect loss, except where it's caused by fraud or wilful misconduct.

9.5 Your responsibility to us. You're responsible for loss we suffer because you broke this agreement or used a service illegally. This is reduced to the extent we caused or contributed to the loss.

10. Your personal information

10.1 We collect, use and share your personal information as described in our Privacy Policy. This includes sharing it with our wholesale suppliers to provide your service, and with the Integrated Public Number Database and emergency services where the law requires it.

10.2 We keep certain information about your use of telecommunications services (metadata) for the period the law requires.

11. Help, complaints and support

11.1 Complaints. If you're unhappy with anything we've done, tell us. Our Complaint Handling Policy explains how we handle complaints and how long it takes. Complaining is free.

11.2 The Telecommunications Industry Ombudsman. If you are not satisfied with how we have handled your complaint, you have a right to take it to the Telecommunications Industry Ombudsman, which is a free and independent service. You can contact the TIO on 1800 062 058 or at tio.com.au.

11.3 Financial hardship. If you're having trouble paying, see our Financial Hardship Policy or call us.

11.4 Family and domestic violence. If you're affected by domestic, family or sexual violence, we can help keep your services and information safe. See our Domestic, Family and Sexual Violence Support Policy. You don't need to provide evidence.

11.5 Accessibility. If you have a hearing or speech impairment, or need an interpreter, our Complaint Handling Policy explains how to contact us through the National Relay Service or an interpreter.

12. General

12.1 Notices. We can send you notices by email or SMS, using the contact details on your account. You can contact us by phone on (02) 9071 2900 or by email at info@flixlink.com.au.

12.2 Transferring the agreement. You can't transfer your account to someone else without our agreement; we won't unreasonably refuse. We may transfer our agreement with you to another provider, for example if we sell our business. If we do, we'll tell you beforehand and your rights won't be reduced. If the transfer is to your detriment, clause 5.3 applies.

12.3 Law. This agreement is governed by the law of New South Wales. You can still use the TIO and the courts or tribunals where you live.

12.4 If part of these terms can't be enforced. The rest still applies.

12.5 Not enforcing a right. If either of us doesn't enforce a right straight away, we can still enforce it later.

PART B: SERVICE TERMS

13. nbn® broadband: home, business and Business Assurance

13.1 What you get. An nbn® internet service at the speed tier you choose, with unlimited data, subject to our Acceptable Use and Fair Use Policy. The plans you can order depend on the nbn® technology at your address. Some speed tiers need fibre to the premises (FTTP) or HFC.

13.2 Speeds and Key Facts Sheets. Each nbn® plan has a Key Facts Sheet showing its maximum speed and the typical speed in the busy evening period (7pm to 11pm). Your speed can be affected by the things in clause 8.2.

13.3 If your line can't reach your plan speed (FTTN, FTTB and FTTC).

- Within 20 business days of connecting a fibre to the node, building or curb service, we'll check the maximum speed your line can reach. We'll tell you the result within 5 business days of the check.
- If your line can't reach your plan's speed, you can choose:
- to move to a lower-speed plan at no cost, charged at the lower price from the start of your service (we'll refund the difference), or
- to cancel, and we'll refund everything you've paid for the service. If you bought a modem from us with it, you can return the modem in good condition within 30 days for a full refund, or keep it and pay it off as normal.

13.4 New connections and transfers.

- For a transfer, we need the AVC ID from your current provider's bill.
- For a new connection, nbn® may need to install equipment or book a technician. Someone 18 or over must be home for the appointment. If you can't make it, let us know as soon as possible so we can reschedule.

13.5 nbn® fees.

- **New Development Fee.** nbn® charges \$300 for the first connection at some premises in new developments. If nbn® charges it for your premises, we'll tell you before you order and pass it on at cost.
- **Fibre Connect.** If your premises was upgraded to fibre under nbn's Fibre Connect program, a \$200 fee applies if, within 12 months of the upgrade, you:
 - cancel the service
 - move it
 - downgrade it, or reduce its speed below the minimum Fibre Connect speed.

We'll tell you before you order if this applies. We won't charge it if you downgrade as part of financial hardship assistance.

13.6 Power and alarms. Your nbn® service, and any phone service over it, won't work in a power outage. The exception is an FTTP service with a working nbn® battery backup unit. If you have a medical alarm, security alarm, lift phone or similar device, check with its supplier that it works with the nbn® before you connect. Register a medical alarm with nbn®. Keep a charged mobile phone for emergencies.

13.7 Static IP addresses. Business and Business Assurance plans include one static IPv4 address. It's for use with the service, belongs to us or our supplier, and can't be transferred to another provider when you leave. Residential plans use dynamic IP addresses, which may change.

13.8 Business Assurance. Business Assurance plans include a backup connection, a static IP address and enhanced support, as described in your order and CIS. Any service levels or service credits are set out there.

13.9 Technician visits where there's no network fault. Sometimes a technician finds the problem is in your own equipment or wiring, not the nbn® network. In that case nbn® may charge us for the visit. Before we book a visit, we'll tell you what that charge would be and only book with your agreement. We pass it on at cost.

13.10 Moving home. Tell us your new address and moving date, ideally 2 to 3 weeks ahead. We'll check what's available there and tell you about any charges before you confirm. If we can't supply a service at your new address, you can cancel with no exit fee.

13.11 Modems. You can use our pre-configured modem or your own compatible one. See clause 7.

13.12 FlixLink Special. New nbn® services ordered online get 15% off the monthly plan price for each of the first 6 months, then the normal price applies. Full offer terms are on our Terms and Policies page.

14. Business data and managed services

14.1 What's covered. This clause covers:

- business and symmetric internet, including nbn® Enterprise Ethernet and Opticomm fibre
- IP-VPN and MPLS
- managed internet and Cisco Meraki networking
- SOHO bundles
- secure network infrastructure.

14.2 Your quote. These services are supplied under a written quote or order. It sets out the service, charges, any minimum term and early termination charge, service levels, equipment, and who does what. These terms apply alongside it. The quote applies where it's more specific.

14.3 Minimum terms and early termination. If a service has a minimum term, any early termination charge is set out in your quote. It's a reasonable estimate of our costs, such as connection, equipment and wholesale commitments, and it reduces over the term. The small-business protections in clause 1.4 still apply.

14.4 Your site. You need to give us and our suppliers safe access to your premises, a suitable location and power for equipment, and any building or landlord approvals we need. If an installation can't go ahead because these weren't in place, we'll tell you about any extra cost before rebooking.

14.5 Managed equipment and licences. For managed services, some equipment and software licences (such as Cisco Meraki licences) are supplied under the manufacturer's terms. We'll tell you about those terms. Don't change the configuration of managed equipment without talking to us, as it may affect the service and its security.

14.6 Opticomm. Opticomm fibre services use Opticomm's network. Opticomm may charge connection or other fees, and we'll tell you about them before you order.

15. Voice services: nbn® Voice, SIP trunking, Cloud Office UC and 13/1300/1800 numbers

15.1 Emergency calls. You can call Triple Zero (000) on our voice services. Some limits apply:

- Calls won't work during a power outage, or if your internet connection or equipment isn't working.
- Your address details help emergency services find you, so keep your service address up to date with us.
- If you use a softphone or app away from your registered address, tell the operator where you are.

If you have a hearing or speech impairment, you can contact emergency services on 106 using a TTY, or through the National Relay Service.

15.2 Keeping your number (porting). We'll port your existing numbers to FlixLink free. You authorise the port, and must be the account holder or authorised by them. You're responsible for anything you owe your old provider. If you leave us, we'll release your number when your new provider asks for it. Cancelling a service before porting the number may mean you lose it.

15.3 Call charges. Your quote or plan sets out which calls are included and the charges for others, such as international, premium and satellite calls. "Unlimited" calls are for normal business or personal use, under our Acceptable Use and Fair Use Policy.

15.4 Directory listing (IPND). By law, we give your number, name and service address to the Integrated Public Number Database, which supports emergency services. You can choose for your number to be listed in public directories or kept unlisted (silent) at no charge.

15.5 Customer Service Guarantee. If your voice service is a standard telephone service, the Customer Service Guarantee Standard sets timeframes for connection and fault repair, and compensation if they're missed. We'll tell you if it applies to your service. If we ask you to waive it, we'll explain what that means first.

15.6 Inbound numbers. 13, 1300 and 1800 numbers are allocated under the national numbering rules. You get the right to use the number while your service is active. Charges for these numbers, including any government charges, are set out in your quote.

15.7 Call recording and features. If you use call recording, you must tell callers their call may be recorded, as the law requires.

16. Mobile services (voice and data-only)

16.1 Plans and network. Our mobile plans run on a major Australian mobile network through our wholesale supplier. 4G plans use the 4G network. 5G plans use 5G where it's available and 4G elsewhere. Coverage varies by location; check our coverage information before you sign up. Your phone must be unlocked and compatible with the network.

16.2 What's included. Your plan includes:

- unlimited standard national calls and SMS to Australian numbers, MMS, and calls to 13 and 1800 numbers
- voicemail and call forwarding
- the monthly data allowance shown in your CIS.

On shared plans, data is pooled across the FlixLink mobiles on your account. Fair use applies (see our Acceptable Use and Fair Use Policy). International calls, premium numbers and roaming aren't included.

16.3 Triple Zero (000) and your phone.

- **Before we connect your service,** we check that your phone can call Triple Zero. If it can't, we'll tell you and won't connect it, and we'll tell you about low-cost options for a compatible phone.
- **After your service is connected,** if we find your phone can't call Triple Zero, we'll tell you and give you time to change phones before we must block it, as the emergency call rules require.

16.4 SIM and eSIM. A SIM or eSIM costs \$9.24, once off. eSIM is available on 5G plans with an eSIM-compatible phone. We send eSIM details to your email. We'll verify you before issuing a replacement SIM or eSIM. This protects you from SIM-swap fraud.

16.5 Extra data and usage alerts.

- If you use more than your data allowance, extra data costs \$14.52 per GB, charged per whole GB.
- We send free usage alerts when you've used 50%, 85% and 100% of your allowance, and we tell you about extra data charges before you go over.
- You can ask us to block extra data, or to bar some call types, to control your spending.

16.6 International roaming.

- When you arrive overseas, you'll get an SMS with roaming information, including the charges and how to turn roaming off.
- A Zone 1 roaming day pack costs \$12 a day and includes 1GB of data a day. We send free alerts when you've used 50%, 85% and 100% of each day's allowance, telling you what happens after 100%. If you use pay-as-you-go roaming, we alert you each time your roaming charges reach another \$100.
- You can turn roaming off at any time, including while you're overseas, by calling or emailing us. It's free, and we'll turn it off within 24 hours.
- Ask us for roaming rates in other countries before you travel.

16.7 Keeping your number (porting). To move your number to FlixLink, you must be the account holder for the number, or authorised by them. Before we port it, we send a one-time code by SMS to the number. Only share that code with FlixLink, and only for this transfer. Keep your old SIM or eSIM active until the transfer is finished. You're responsible for anything you owe your old provider, such as phone repayments.

16.8 Lost or stolen phones. Tell us straight away and we'll suspend your service. If you ask, and our network supplier offers it, we'll arrange for your lost or stolen phone to be blocked on Australian networks. See clause 3.5.

16.9 Data-only SIMs. Data-only (mobile broadband) SIMs don't include voice calls or SMS. A static IP address is available for an extra monthly charge.

16.10 Cancelling. If you cancel a mobile service without porting the number to another provider, the number may be lost.

17. Home Wireless and 5G Home Broadband

17.1 What you get. A fixed wireless internet service for use at your service address, with the speed and data shown in your CIS. These services depend on mobile coverage at your address, which can change with location, weather, obstructions and network load.

17.2 Modem. These services need a compatible modem, as set out in your order.

17.3 Minimum terms. Some of these plans have a 24-month minimum term and an early termination charge. For example, the early termination charge for a 24-month 5G Home plan is \$30 for each month remaining, up to \$720. The charge for your plan is shown in your CIS and order. We do a credit assessment before supplying a plan with a minimum term (clause 2.5).

17.4 Moving. The service is for your service address. Talk to us before you move: we'll check coverage at your new address.

18. Fees and charges

These fees apply only where they're relevant to your service, and the CIS for your plan shows the ones that apply. All amounts include GST.

Fee	Amount
Late payment fee	None
Card surcharge	None
Reconnection after our mistake	Free
Mobile SIM or eSIM	\$9.24 each, once off
Mobile extra data	\$14.52 per GB, charged per whole GB
Zone 1 roaming day pack	\$12 a day, with 1GB of data a day
Data-only SIM	\$7.70 each, once off
Data-only SIM extra data	\$11.00 per GB
Static IP address on a data-only SIM	\$1.65 a month
nbn® New Development Fee	\$300, only when nbn® charges it for your premises

Fee	Amount
Fibre Connect change or cancellation within 12 months	\$200
nbn® technician visit where there's no network fault	At cost, only with your agreement before booking
Early termination charge (fixed-term plans only)	As shown in your CIS and order, such as 5G Home at \$30 for each month remaining, up to \$720
Modems and equipment	As shown when you order

19. Words we use

- **CIS** means Critical Information Summary: a short summary of a plan's key information, which we give you before you sign up.
- **Consumer** means a residential customer, or a small business or not-for-profit customer that spends less than \$40,000 a year with us and didn't negotiate its terms.
- **Detriment** means a change that makes your service worse for you, such as a higher price or fewer inclusions.
- **Early termination charge** means a charge for ending a fixed-term plan before the end of its minimum term.
- **Minimum term** means the period you agree to keep a service, if your plan has one. Month-to-month services have no minimum term.
- **nbn®** means the National Broadband Network operated by NBN Co Limited. nbn® is a trade mark of NBN Co Limited.

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