



## NGV Broadband Terms and Conditions

In conjunction with our Standard Form of Agreement, these terms and conditions apply specifically to our Broadband service:

1. NGV WiFi (NGV) provides residential support services for Internet related issues between the hours of 8.30am and 4:30pm, Monday to Friday (excluding public holidays). The contact number for support is 1800 007 648.

In our mining sites, we provide extended support for internet outages between the hours of 6:00am to 10:00pm 7 days per week. If you need to contact us during these times, please call us on 1800 007 648 and follow the voice prompts.

2. You may downgrade your broadband plan to a lower plan free of charge at any time.
3. When connecting a new, or reconnecting a previously cancelled service, this will incur our standard connection fee of \$100, plus any additional hardware or technician visit fees if applicable.
4. You may upgrade your broadband plan to a higher plan at any time at no charge. Changes will be implemented from the date of change and pro rata fees applied if changes are made mid-way through your billing cycle.
5. For residential customers, NGV charges a monthly access fee which includes a specific amount of data. This data is consumed by the user when receiving emails, downloading data and general internet usage. NGV reserves the right to downgrade the speed of a users connection to 32kbps when their limit is achieved. This restriction will be in place until the end of the billing period. If you do not want your speed to be slowed, you have the option to purchase a data block to add more data to your plan. Any unused data expires at the end of the billing period.
6. For WiFi customers in our mining sites, NGV provides specific amounts of data for a set fee which must be consumed within a defined period of time. Any unused data expires at the end of the defined usage period. Once the allocated data has been consumed, or the defined usage period has passed, users will automatically be directed to a payment portal which enables users to purchase more data.
7. Limitations of the service: NGV will use reasonable commercial endeavours to provide a continuous service. However, NGV makes no guarantees that access will be available at all times and, to the extent permitted by law, will not be liable for any losses whatsoever that may be incurred as a result of the

unavailability of the service. You acknowledge that there may be a reduction in availability during periods of maintenance and enhancement of the service. The installation of the DSL services may cause temporary interruption to current internet provision or telephony services. NGV accepts no liability for losses or damages incurred during period of slow service speed and/or service interruptions.

8. NGV technicians only connect 1 fully operational computer in the onsite tech visit. Extra charges will apply to connect any other computers at a rate of \$150 per hour (ex GST), with the minimum additional charge starting at \$150 then billed in 15 minutes increments.
9. NGV will endeavor to communicate outages to the site contacts (Managers). Please ensure you make contact with the site contact before calling NGV support for outage issues.
10. NGV is not responsible for malicious attacks by Virus', Trojans & Worms which may cause the users computer to be damaged or require repair. All PC protection software is the sole responsibility of the end user.
11. You will be required to sign a Technician Visit Sheet at the time of connection. If this is not signed then we will be unable to provide you with any further support.
12. If the service is terminated, or cancellation is required before the end of the monthly contract period, all monthly service charges for the remainder of that month become due and payable, and you must return any NGV owned equipment within 7 days from the cancellation date.
13. Onsite tech installs include all NGV software & Username/Passwords for Broadband and email applications.
14. The minimum period of connection is 1 calendar month. All prices are inclusive of GST.
15. The service is not available in all areas and the service speed you experience depends on a number of factors including your equipment, the capacity of our systems and our suppliers, the number of end-users using the service, the applications you are using and the websites you are accessing. We therefore cannot guarantee that you will receive the maximum access speed when you are connected to the service. NGV accepts no liability for losses or damages incurred during periods of slow service speed and/or service interruptions.