

# Service Terms

**nbn**<sup>®</sup> Platform Interfacing Service Module

Wholesale Broadband Agreement





# Service Terms

## nbn® Platform Interfacing Service Module

### Wholesale Broadband Agreement

Version	Description	Effective Date
5.0	First issued version of WBA 5	1 December 2023
5.1	Updating WBA to align with NBN Access Transfer Industry Code	1 October 2024

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#### Environment

**nbn** asks that you consider the environment before printing this document.

## Introduction

These Service Terms for the **nbn**<sup>®</sup> Platform Interfacing Service include:

- provisions which are specific to **nbn**'s supply of the **nbn**<sup>®</sup> Platform Interfacing Service, but which are otherwise similar in nature to those in the [Head Terms](#);
- explanatory notes as a guide to provisions which have corresponding provisions in the [Head Terms](#); and
- Special Terms, which take priority over other provisions in this Agreement (including the [Head Terms](#)) and are subject to specific change management provisions in clause F4 of the [Head Terms](#).

The Service Terms for the **nbn**<sup>®</sup> Platform Interfacing Service are generally arranged to replicate the order of the [Head Terms](#), with some modifications.

As an aid to the reader, this document includes the following icon, which is used to identify provisions which are Special Terms.



This icon is used to identify provisions which are Special Terms.

This document forms part of the **nbn**<sup>®</sup> Platform Interfacing Service Module.

## Roadmap

A roadmap describing the structure of this document follows for the assistance of RSP.

### Part A: Product Supply

Part A sets out **nbn**<sup>®</sup> Platform Interfacing Service-specific Service Terms related to product supply.

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2	Conditions of Supply for the <b>nbn</b> <sup>®</sup> Service Portal	5

### Part B: Financial Management

No **nbn**<sup>®</sup> Platform Interfacing Service-specific Special Terms or Service Terms currently apply with respect to financial management.

### Part C: Operational Management

Part C sets out **nbn**<sup>®</sup> Platform Interfacing Service-specific Service Terms related to operational management.

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## Part D: Information & Rights Management

Part D sets out **nbn**<sup>®</sup> Platform Interfacing Service-specific Special Terms and Service Terms related to information & rights management.

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## Part E: Risk Management

No **nbn**<sup>®</sup> Platform Interfacing Service-specific Special Terms or Service Terms currently apply with respect to risk management.

## Part F: Agreement Management

No **nbn**<sup>®</sup> Platform Interfacing Service-specific Special Terms or Service Terms currently apply with respect to agreement management.

## Part G: Dispute Management

No **nbn**<sup>®</sup> Platform Interfacing Service-specific Special Terms or Service Terms currently apply with respect to dispute management.

## Part H: General Terms

No Special Terms or Service Terms of a general nature apply with respect to the **nbn**<sup>®</sup> Platform Interfacing Service other than as set out in the [Head Terms](#).

## Part I: Service Management

No **nbn**<sup>®</sup> Platform Interfacing Service-specific Special Terms or Service Terms currently apply with respect to service management.

## Part A: Product Supply

Sections 1-2 are Service Terms which should be read in conjunction with clause A2 of the [Head Terms](#) and sections 2-3 of the [Service Description for the nbn<sup>®</sup> Platform Interfacing Service](#).

### 1. Conditions of Supply for B2B Access

- (a) RSP must:
- (i) provide to **nbn** all information reasonably required and requested by **nbn** to create any digital certificates and security protocols to be used in connection with B2B Access;
  - (ii) acquire, install, host, operate and maintain the RSP B2B Applications, and integrate those RSP B2B Applications with RSP's operation support systems and billing support systems in accordance with the requirements of the B2B Specifications;
  - (iii) establish and maintain, at its cost, Internet and other connectivity between the RSP B2B Application and the API gateway hosted by **nbn** (for B2B Access via an API), to facilitate B2B Access;
  - (iv) on request by **nbn**, use reasonable endeavours to make available to **nbn**, RSP Personnel with subject matter expertise to support any root cause analysis and incident resolution that may be performed by **nbn** in connection with interoperability issues;
  - (v) manage digital certificates and API Credentials as Confidential Information of **nbn**;
  - (vi) acquire access information in relation to the **nbn**<sup>®</sup> Developer Portal and maintain such access information as Confidential Information of **nbn**; and
  - (vii) use all security protocols required in connection with B2B Access in accordance with the requirements of the B2B Specifications.

### 2. Conditions of Supply for the **nbn**<sup>®</sup> Service Portal

RSP must:

- (a) ensure that each Delegated Administrator and each Authorised User agrees to, and complies with, the **nbn**<sup>®</sup> Service Portal Terms and Conditions;
- (b) provide to **nbn** all information reasonably required and requested by **nbn** to implement security protocols that are used in connection with the **nbn**<sup>®</sup> Service Portal;
- (c) on request by **nbn**, use reasonable endeavours to make available to **nbn**, RSP Personnel who are subject matter experts to support any root cause analysis and incident resolution that may be performed by **nbn** in connection with RSP's access to or use of the **nbn**<sup>®</sup> Service Portal; and
- (d) acquire and maintain, at its cost, Internet connectivity to facilitate RSP's access to the **nbn**<sup>®</sup> Service Portal.

## Part B: Financial Management

*This document does not contain any Financial Management terms which are specific to the **nbn**<sup>®</sup> Platform Interfacing Service and additional to Module B of the [Head Terms](#).*

## Part C: Operational Management

Section 3 is a Service Term which applies in connection with the **nbn**<sup>®</sup> Platform Interfacing Service.

### 3. General obligations relating to **nbn**<sup>®</sup> Platform-Related Software

- (a) RSP must, in accordance with **nbn**'s instructions, install and implement any **nbn**<sup>®</sup> Platform-Related Software (and any upgrades or updates released by **nbn** or its licensors) provided by **nbn** as part of the **nbn**<sup>®</sup> Platform Interfacing Service and successfully complete all testing required by **nbn**.
- (b) RSP must not:
- (i) access or interfere with **nbn**'s core systems or the functionality of **nbn**'s core systems (or attempt to do so);
  - (ii) change or otherwise interfere with the **nbn**<sup>®</sup> Platform, the **nbn**<sup>®</sup> Platform Interfacing Service or the **nbn**<sup>®</sup> Platform-Related Software (except in the ordinary course of using or configuring the **nbn**<sup>®</sup> Platform Interfacing Service or the **nbn**<sup>®</sup> Platform-Related Software in accordance with the [Service Description for the \*\*nbn\*\*<sup>®</sup> Platform Interfacing Service](#) and these Service Terms for the **nbn**<sup>®</sup> Platform Interfacing Service);
  - (iii) copy, or attempt to copy, any part of the **nbn**<sup>®</sup> Platform Interfacing Service or the **nbn**<sup>®</sup> Platform-Related Software (or any of the data accessible through the **nbn**<sup>®</sup> Platform Interfacing Service or the **nbn**<sup>®</sup> Platform-Related Software), except for:
    - (A) copying:
      - (1) business-to-business messages generated or transmitted by, on or through the **nbn**<sup>®</sup> Platform Interfacing Service as a result of the performance of Key Business Transactions;
      - (2) operational information made available by **nbn** to RSP through the **nbn**<sup>®</sup> Service Portal and relating specifically to the performance of Key Business Transactions;
      - (3) any **nbn**<sup>®</sup> Platform-Related Software for testing purposes approved by **nbn** in writing; or
      - (4) any **nbn**<sup>®</sup> Platform-Related Software that may be inherent in the design of the normal operation of that software; or
    - (B) making a single copy of any **nbn**<sup>®</sup> Platform-Related Software for back-up purposes; or
  - (iv) reverse engineer, decompile or access the source code of the **nbn**<sup>®</sup> Platform Interfacing Service, the **nbn**<sup>®</sup> Platform-Related Software or **nbn**'s core systems or the functionality of **nbn**'s core systems, or attempt to do so.
- (c) RSP must not, and must procure its Downstream Service Providers and Contracted End Users do not, perform any:
- (A) data mining or similar activities on or through the use of the **nbn**<sup>®</sup> Platform Interfacing Service or the **nbn**<sup>®</sup> Platform-Related Software; or

- (B) activity with respect to the FNN/ULL Data which is not consistent with the terms of section 11 this document.

*Section 4 is a Service Term which applies in connection with the **nbn**<sup>®</sup> Platform Interfacing Service and should be read in conjunction with clause C15 of the [Head Terms](#).*

## 4. NPIS Preventative Maintenance Outages

- (a) In accordance with the [WBA Operations Manual](#), **nbn** may implement a Planned Outage in respect of the **nbn**<sup>®</sup> Platform Interfacing Service (an **NPIS Preventative Maintenance Outage**) if **nbn** considers the Planned Outage is necessary to address any of the following matters:
- (i) a security risk or a potential security risk to any part of the **nbn**<sup>®</sup> Infrastructure;
  - (ii) a Non-Trivial NPIS Fault which impacts RSP or the **nbn**<sup>®</sup> Platform Interfacing Service being non-Operational; or
  - (iii) a circumstance which **nbn** anticipates will, within 3 Business Days, result in a Non-Trivial NPIS Fault which impacts RSP or the **nbn**<sup>®</sup> Platform Interfacing Service being non-Operational.
- (b) In this section 4, **Non-Trivial NPIS Fault** means a Service Fault that affects the **nbn**<sup>®</sup> Platform Interfacing Service in a manner that **nbn**, acting reasonably, considers is not trivial.
- (c) Clause C15.1(c) of the [Head Terms](#) does not apply in respect of NPIS Preventative Maintenance Outages.

*Section 5 is a Service Term which sets out the procedure **nbn** will adopt when the **nbn**<sup>®</sup> Platform Interfacing Service is not Operational.*

## 5. **nbn**<sup>®</sup> Platform Workarounds

### 5.1 Consequences of **nbn**<sup>®</sup> Platform Interfacing Service not being Operational

- (a) If **nbn** determines at any time that any part of the **nbn**<sup>®</sup> Platform Interfacing Service is not Operational, **nbn**:
- (i) will:
    - (A) notify RSP as soon as practicable;
    - (B) where reasonably practicable to do so, consult with, and consider any feedback given by, RSP in relation to any workarounds that **nbn** proposes to implement during the period that an affected part of the **nbn**<sup>®</sup> Platform Interfacing Service is not Operational;
    - (C) use reasonable endeavours to:
      - (1) ensure that any proposed workarounds are consistent with the processes set out in this Agreement; and
      - (2) minimise any adverse impact of the proposed workaround on RSP; and
    - (D) notify RSP of any workarounds (**nbn**<sup>®</sup> Platform Workarounds) that **nbn** will implement during the period that an affected part of the **nbn**<sup>®</sup> Platform Interfacing Service is not Operational; and



- (ii) may suspend RSP's use of the **nbn**<sup>®</sup> Platform Interfacing Service or part thereof.
- (b) RSP must comply with **nbn**<sup>®</sup> Platform Workarounds.

## 5.2 Reinstatement of **nbn**<sup>®</sup> Platform Interfacing Service

- (a) **nbn** will make a determination that the **nbn**<sup>®</sup> Platform Interfacing Service is Operational as soon as **nbn** considers that it is Operational. As soon as is reasonably practicable after making that determination, **nbn** will:
  - (i) notify RSP; and
  - (ii) reinstate RSP's use of the **nbn**<sup>®</sup> Platform Interfacing Service.
- (b) Any relevant **nbn**<sup>®</sup> Platform Workarounds will immediately cease to have effect on and from the time specified in the notice given by **nbn** that the **nbn**<sup>®</sup> Platform Interfacing Service is Operational, except that **nbn** may continue to process in-progress orders in accordance with the **nbn**<sup>®</sup> Platform Workarounds.

**Note:** The processes in this section 5 apply in addition to any Service Fault processes in respect of the **nbn**<sup>®</sup> Platform Interfacing Service. Either or both may apply in respect of a single event or series of events.

Section 6 is a Service Term which applies in connection with the **nbn**<sup>®</sup> Platform Interfacing Service and should be read in conjunction with clause C15 of the [Head Terms](#).

## 6. No Planned Outages to occur over specific periods

- (a) Subject to section 6(b), **nbn** will ensure that at least one weekend in each month is not subject to a Planned Outage in respect of the **nbn**<sup>®</sup> Platform Interfacing Service.
- (b) Section 6(a) does not apply in respect of NPIS Preventative Maintenance Outages or Emergency Outages.

## Part D: Information & Rights Management

Sections 7-11 are Service Terms which should be read in conjunction with clause D1 of the [Head Terms](#).

### 7. Authorised Use and Security

- (a) RSP must keep secure and confidential, and protect from unauthorised use, any usernames, passwords, digital certificates and API Credentials provided to or used by RSP in connection with the **nbn**<sup>®</sup> Platform Interfacing Service or the **nbn**<sup>®</sup> Platform-Related Software (all of which are the Confidential Information of **nbn**).
- (b) RSP is responsible for any and all use of the **nbn**<sup>®</sup> Platform Interfacing Service and the **nbn**<sup>®</sup> Platform-Related Software by its authorised users or other third parties acting on behalf of RSP.

### 8. Site Qualification Information

- (a) RSP:
  - (i) must only submit an Enhanced Site Qualification Enquiry where it has Customer Authority; and
  - (ii) confirms, by submitting an Enhanced Site Qualification Enquiry, that it has a Customer Authority applicable to the Premises or other location that is the subject of the Enhanced Site Qualification Enquiry.
- (b) **nbn** is not obliged to progress any Enhanced Site Qualification Enquiry if:
  - (i) for an Enhanced Site Qualification Enquiry relating to a prospective Transition Order, RSP has not provided at least one of a Customer Authority Date, FNN or ULL ID;
  - (ii) for an Enhanced Site Qualification Enquiry relating to a prospective Service Transfer Order, RSP has not provided a Customer Authority Date; or
  - (iii) for any Enhanced Site Qualification Enquiry, **nbn** has reasonable grounds to believe that a Customer Authority has not been obtained,that is applicable to the relevant service, Premises or other location that is the subject of the Enhanced Site Qualification Enquiry.
- (c) Subject to section 11, RSP must not disclose Site Qualification Information to any third party, except where the third party is:
  - (i) a current or prospective Contracted End User in respect of whom the Site Qualification Information applies;
  - (ii) a Downstream Service Provider or Specified Utility engaging in a related Specified Activity; or
  - (iii) RSP Personnel,and such disclosure is made in accordance with clause D1 of the [Head Terms](#).
- (d) Clauses D1.2(b) and D1.2(d) of the [Head Terms](#) do not apply in respect of Site Qualification Information to the extent there is any inconsistency between those clauses and this section 8.

## 9. Third Party Address Data supplied by PSMA

- (a) Site Qualification Information may contain Third Party Address Data supplied by PSMA. Third Party Address Data supplied by PSMA is the Confidential Information of **nbn**, and is licensed to **nbn** by PSMA.
- (b) **nbn** grants RSP a non-exclusive, royalty-free, non-transferable licence for the Term to use, modify and reproduce Third Party Address Data supplied by PSMA internally within RSP's business, solely to the extent required for RSP (directly or through its Personnel) to supply, market and promote RSP Products.
- (c) RSP must prominently display an acknowledgement of PSMA's ownership of Third Party Address Data supplied by PSMA on any copy or reproduction of it.
- (d) RSP must not:
  - (i) disclose Third Party Address Data supplied by PSMA to any third party except in accordance with clauses D1.2(d)(i) or D1.2(d)(vii) of the [Head Terms](#); or
  - (ii) make any changes to any spatial co-ordinates contained in the Third Party Address Data supplied by PSMA.
- (e) **nbn** may, if it becomes aware of or suspects that RSP's conduct, or that of its Personnel, with respect to Third Party Address Data supplied by PSMA is in breach of this Agreement or would cause **nbn** to be in breach of the terms on which it licenses Third Party Address Data, take any reasonable remedial action to prevent such breaches, including suspending access to or use of Third Party Address Data supplied by PSMA.
- (f) Sections 9(c) to 9(e) above will have no force or effect unless **nbn** notifies RSP in writing, in which case sections 9(c) to 9(e) will take effect on and from the date specified in the notice by **nbn**.
- (g) Clauses D1.2(b) to D1.2(d) (other than clauses D1.2(d)(i) and D1.2(d)(vii)) of the [Head Terms](#) do not apply in respect of Third Party Address Data supplied by PSMA.

## 10. Telstra Address Data

- (a) Site Qualification Information may contain Telstra Address Data. Telstra Address Data is the Confidential Information of **nbn**, and is provided to **nbn** by Telstra.
- (b) **nbn** grants RSP a non-exclusive, royalty-free, non-transferable licence for the Term to use, modify and reproduce Telstra Address Data internally within RSP's business, solely to the extent required for RSP (directly or through its Personnel) to supply, market and promote RSP Products.
- (c) In addition to the obligations and limitations in clause D1 of the [Head Terms](#), RSP must not do any of the following things with respect to Telstra Address Data:
  - (i) use or disclose Telstra Address Data to carry on or be involved in any digital mapping business in Australia or publish or make available any addressing index or similar product in Australia;
  - (ii) disclose Telstra Address Data to any entity or person who carries on or is involved in any digital mapping business in Australia or who collates or makes available any addressing index or similar product in Australia, for the purpose of or for inclusion in any digital mapping product, addressing index or similar product; or
  - (iii) use or disclose Telstra Address Data in breach of the security requirements of a Government Agency engaged in national security or critical infrastructure

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protection or in breach of requirements otherwise imposed on **nbn** or Telstra by law, in each case, as notified by **nbn** to RSP.

- (d) **nbn** may, if it becomes aware of or reasonably suspects that RSP's conduct (or that of its Personnel), with respect to Telstra Address Data:
- (i) is in breach of this Agreement; or
  - (ii) would cause **nbn** to be in breach of the terms on which it licenses Telstra Address Data,
- take any reasonable remedial action to prevent such breaches, including suspending access to or use of Telstra Address Data, provided that at, or as soon as feasible after, the time **nbn** takes any such remedial action, **nbn** provides RSP with written notice setting out:
- (iii) subject to any applicable confidentiality requirements, **nbn**'s reasons for exercising its rights under this section 10(d); and
  - (iv) the actions (if any) RSP could take to remedy, prevent or mitigate the relevant circumstances giving rise to the imposition of such remedial action.
- (e) When any conduct by RSP or any of its Personnel of the nature described in section 10(d) has been addressed to **nbn**'s reasonable satisfaction, **nbn** will, as soon as reasonably practicable, take all steps that are reasonably practicable to:
- (i) subject to section 10(e)(ii), reinstate RSP's right to access, use and disclose the Telstra Address Data; and
  - (ii) where necessary, seek reinstatement of **nbn**'s right to access, use and disclose the Telstra Address Data and/or **nbn**'s contractual rights to pass on those rights of access, use and disclosure to RSP.
- (f) **nbn** will consult with RSP before taking any remedial action under section 10(d), where it is reasonably practicable for **nbn** to do so.
- (g) Clauses D1.2(b) to D1.2(d) of the [Head Terms](#) do not apply in respect of Telstra Address Data to the extent there is any inconsistency between those clauses and this section 10.

## 11. FNN/ULL Data

- (a) Site Qualification Information may contain FNN/ULL Data. RSP acknowledges that:
- (i) FNN/ULL Data contains third party data and, for the purposes of this Agreement, is the Confidential Information of **nbn**;
  - (ii) the access to, use and disclosure of FNN/ULL Data is restricted in accordance with this section 11; and
  - (iii) **nbn**'s ability to give access to FNN/ULL Data, and **nbn**'s obligations under this Agreement in respect of FNN/ULL Data, are dependent on and subject to **nbn** having (and continuing to have) contractual rights of access to and use of the FNN/ULL Database and to **nbn**'s rights under contract and at law to permit access and use of FNN/ULL Data to RSP.
- (b) **nbn** grants RSP a non-exclusive, royalty-free, non-transferable licence for the Term to use FNN/ULL Data on a per transaction basis:
- (i) from an Enhanced Site Qualification Enquiry, solely for a purpose or use connected with an order placed or anticipated to be placed by RSP (directly or through its

- Personnel) under this Agreement for the prospective supply by **nbn** of a Product to RSP in relation to the current or prospective Contracted End User who has provided a Customer Authority (directly or indirectly) to RSP that is applicable to the Premises or other location that is the subject of the Enhanced Site Qualification Enquiry; and
- (ii) from a Site Qualification Enquiry that is not an Enhanced Site Qualification Enquiry, for a purpose or use connected with the supply or prospective supply by RSP of an RSP Product by means of the **nbn**<sup>®</sup> FTTB Network, **nbn**<sup>®</sup> FTTN Network or **nbn**<sup>®</sup> FTTC Network.
- (c) RSP may sub-license the rights granted to it under section 11(b) to any Downstream Service Provider undertaking the activities described in sections 11(b)(i) or 11(b)(ii) as applicable (**sub-licensee**), provided that:
- (i) any sub-licence to such Downstream Service Provider is limited solely to the extent required for such Downstream Service Providers to use FNN/ULL Data for the purposes specified in sections 11(b)(i) and 11(b)(ii) (with the right to further sub-licence solely to the extent necessary to enable any further Downstream Service Provider that is undertaking the activities described in sections 11(b)(i) and 11(b)(ii) to use the FNN/ULL Data for such purposes);
  - (ii) RSP remains liable for each act and/or omission of all sub-licensees in connection with the exercise of such sub-licence as though it were an act and/or omission of RSP; and
  - (iii) RSP procures that sub-licensees are subject to the same binding obligations as RSP under this section 11.
- (d) The licence granted in section 11(b) and the right to sub-licence conferred by section 11(c) does not include the right to, and RSP must not and must procure that its Downstream Service Providers do not:
- (i) use FNN/ULL Data for marketing purposes;
  - (ii) use or retain (including by way of caching) FNN/ULL Data for the purpose of creating a database of FNN/ULL Data to be used by RSP or any other person, except in order to:
    - (A) retain FNN/ULL Data to the extent required by law; and/or
    - (B) use and retain the FNN/ULL Data solely for the purposes permitted by the licence granted in section 11(b)(i) and the sub-licence in 11(c)(i) (to the extent that sub-licence is applicable to section 11(b)(i)).
- (e) RSP must not, and must procure that its Downstream Service Providers do not, disclose FNN/ULL Data to any third party except in the case of:
- (i) an Enhanced Site Qualification Enquiry:
    - (A) the relevant Line Status to a current or prospective Contracted End User who has provided a Customer Authority applicable to the Premises or other location that is the subject of an Enhanced Site Qualification Enquiry;
    - (B) a Downstream Service Provider that is undertaking the activities described in section 11(b)(i) only; and/or
    - (C) in connection with RSP or Downstream Service Provider's use of the FNN/ULL Provider ID, to contact the Carrier or Carriage Service Provider

identified by the FNN/ULL Provider ID consistently with the Connect Outstanding Code prior to submitting a Connect Outstanding Transition Order;

- (ii) a Site Qualification Enquiry that is not an Enhanced Site Qualification Enquiry:
  - (A) the relevant Line Status to a current or prospective Contracted End User; and/or
  - (B) a Downstream Service Provider that is undertaking the activities described in sections 11(b)(i) and 11(b)(ii),

and such disclosure is made in accordance with clause D1 of the [Head Terms](#) and only for the limited purpose set out in sections 11(b) or 11(c) (as the case may be).

- (f) **nbn** may, acting reasonably, at any time request information from RSP concerning RSP's compliance with this Agreement with regard to the access, use and disclosure of FNN/ULL Data (including RSP's compliance with section 11(d)), and RSP must provide such information within 10 Business Days, or such longer period as may be agreed by **nbn** (during which period the parties will consult concerning **nbn**'s reasons for making the information request and the nature of RSP's response to the information request).
- (g) If **nbn**, acting reasonably:
  - (i) is not satisfied that RSP is fully complying with this Agreement with regard to the access, use and disclosure of FNN/ULL Data (including section 11(d)) after considering RSP's response to the request for information or the results of any consultation conducted under section 11(f); or
  - (ii) considers that RSP has not responded or consulted adequately with **nbn** under section 11(f),RSP must, at its cost:
  - (iii) on at least 10 Business Days' notice, allow **nbn** or any person authorised by **nbn** to inspect any relevant premises, systems, networks, documents, records, or processes to the extent necessary for **nbn** to, acting reasonably, audit whether RSP has complied with this Agreement with regard to the access, use and disclosure of FNN/ULL Data (including section 11(d)); and
  - (iv) cooperate, and procure that its Personnel are available and cooperate, with **nbn** to assist **nbn** with any audit under this section 11(g).
- (h) RSP must maintain records that are sufficient to enable **nbn** to determine whether RSP has complied with this Agreement in relation to the access, use and disclosure of, FNN/ULL Data (including section 11(d)), and retain those records for a minimum of 6 years.
- (i) **nbn** must act reasonably with respect to the frequency of information requests under section 11(f) and audits conducted under section 11(g).
- (j) **nbn** will, if requested by RSP, procure that any person authorised by **nbn** to conduct an audit under section 11(g):
  - (i) complies with RSP's reasonable security procedures; and
  - (ii) prior to conducting any audit, executes a confidentiality undertaking in a form reasonably required by RSP.

- (k) If RSP becomes aware of or suspects that RSP's conduct, or that of its Personnel, or of its Downstream Service Providers or their Personnel, is, or would be, in breach of this Agreement with respect to FNN/ULL Data, RSP must:
- (i) promptly notify **nbn** in writing, giving full details;
  - (ii) take all steps reasonably necessary to minimise and mitigate any Loss to **nbn** and to preserve the confidentiality of the FNN/ULL Data; and
  - (iii) cooperate, and procure that its Downstream Service Providers and Contracted End Users cooperate, with **nbn** to take all steps reasonably necessary to minimise and mitigate any Loss to **nbn** and to preserve the confidentiality of the FNN/ULL Data.
- (l) **nbn** may, if it becomes aware of or reasonably suspects that:
- (i) the access, use or disclosure of FNN/ULL Data pursuant to this section 11 is not permitted under contract or law; or
  - (ii) RSP's conduct (or that of its Personnel, Downstream Service Providers or their Personnel) with respect to FNN/ULL Data:
    - (A) is in breach of this Agreement; or
    - (B) would cause **nbn** to be in breach of the terms on which it is permitted to provide RSPs with access to FNN/ULL Data or any law,
- take any reasonable remedial action to prevent or mitigate such breaches (including suspending RSP's access to or use of the Site Qualification System, Site Qualification Information, Enhanced Site Qualification Enquiries and/or FNN/ULL Data), provided that at, or as soon as feasible after, the time **nbn** takes any such remedial action, **nbn** provides RSP with written notice setting out:
- (iii) subject to any applicable confidentiality requirements, **nbn's** reasons for exercising its rights under this section 11(l); and
  - (iv) the actions (if any) RSP could take to remedy, prevent or mitigate the relevant circumstances giving rise to the imposition of such remedial action.
- (m) When any conduct by RSP, Downstream Service Provider or any of their respective Personnel of the nature described in sections 11(k) or 11(l) has been addressed to **nbn's** reasonable satisfaction, **nbn** will, as soon as reasonably practicable, take all steps that are reasonably practicable to:
- (i) subject to section 11(m)(ii), reinstate RSP's right to access, use and disclose the FNN/ULL Data; and
  - (ii) where necessary, seek reinstatement of **nbn's** right to access, use and disclose the FNN/ULL Data and/or **nbn's** contractual rights to pass on those rights of access, use and disclosure to RSP.
- (n) **nbn** will consult with RSP before taking any remedial action under section 11(l), where it is reasonably practicable for **nbn** to do so.
- (o) Access by RSP to FNN/ULL Data may be suspended from time to time:
- (i) for planned or unplanned maintenance, update or upgrade works to the FNN/ULL Database; or
  - (ii) as a result of a suspension of **nbn's** right to access and use the FNN/ULL Data, and/or **nbn's** contractual rights to pass on those rights of access and use to RSP,

in which case **nbn** will provide RSP notice of such suspension as soon as is feasible in the circumstances and, if feasible, before the start of the suspension of access.

(p) If **nbn**'s rights of access to, or use of, or obligations in respect of, FNN/ULL Data under contract or law are varied or terminated for any reason, then one or more of the following will apply, as notified by **nbn** to RSP:

- (i) if **nbn** is unable to provide or continue to provide the FNN/ULL Data on terms that are reasonably acceptable to **nbn**, that variation or termination will constitute a Force Majeure Event;
- (ii) **nbn** may vary or terminate supply of FNN/ULL Data to RSP; and
- (iii) RSP must comply with **nbn**'s directions relating to RSP's access to FNN/ULL Data.

(q) **nbn**:

- (i) makes no warranty as to the accuracy, completeness or fitness for purpose of the FNN/ULL Data; and
- (ii) to the maximum extent permitted by law, is not liable for any Loss suffered by any person using, disclosing or acting on the FNN/ULL Data whether the Loss arises in relation to, in connection with or as a result of any negligence, default or lack of care on the part of **nbn** or any of its representatives, or from any misrepresentation or any other cause.

(r) RSP:

- (i) unconditionally and irrevocably releases **nbn**, Telstra and their representatives from any liability which (notwithstanding the disclaimer in section 11(q)) may arise, whether directly or indirectly; and
- (ii) must not, and must impose as a condition of the sub-licence described in section 11(c), that each Downstream Service Provider agrees not to, bring any claim against **nbn**, Telstra or their representatives,

in relation to, in connection with, or as a result of the use of the FNN/ULL Data or any reliance placed by any person on any FNN/ULL Data or the non-disclosure of any information regardless of its form, including any liability resulting from any negligence, default or lack of care on the part of **nbn**, Telstra or any of their representatives, or from any misrepresentation or any other cause.

(s) RSP irrevocably consents, and must procure the irrevocable consent of its relevant Related Bodies Corporate, Downstream Service Providers and their Related Bodies Corporate (together the "consenting party"):

- (i) to:
  - (A) **nbn** disclosing to Telstra or an Other RSP (and permitting the Other RSP to disclose to their Related Bodies Corporate or their downstream retail service providers); and
  - (B) Telstra disclosing to (directly or indirectly) any third party (including **nbn**, and Telstra's Related Bodies Corporate, retail service providers and their downstream service providers and Related Bodies Corporate),

the consenting party's EPID Code and any relevant ULL ID or other information relating to the consenting party's personal particulars or affairs, or carriage services supplied or intended to be supplied to another person by the consenting party relevant to the actual or prospective supply by **nbn** of a Product to RSP,

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Downstream Service Providers or their Related Bodies Corporate or services to an Other RSP or their downstream service providers or their Related Bodies Corporate under an Other Wholesale Broadband Agreement; and

- (ii) to **nbn** or an FTTB/FTTN Installer or FTTC Installer carrying out any FTTB/FTTN Installation Activity or FTTC Installation Activity (as the case may be) necessary to supply the relevant service to RSP, its relevant Related Bodies Corporate, Downstream Service Providers, their Related Bodies Corporate or any Other RSP.
- (t) The consents given under section 11(s) survive the termination or expiry of this Agreement.
- (u) Clauses D1.2(b) and D1.2(d) of the [Head Terms](#) do not apply in respect of FNN/ULL Data to the extent there is any inconsistency between those clauses and this section 11.

*Section 12 is a Service Term which applies to the **nbn**<sup>®</sup> Platform Interfacing Service.*

## 12. Service Transfers

- (a) Where RSP is the Gaining RSP, RSP authorises **nbn** to disclose the identity (including the EPID Code) of RSP to the Other Losing RSP to the extent necessary to effect a Service Transfer.
- (b) Where RSP is the Losing RSP, RSP authorises **nbn** to disclose:
  - (i) the identity (including the EPID Code) of RSP;
  - (ii) the AVC ID of the relevant Ordered Product; and
  - (iii) the fact that relevant Premises, the subject of a service transfer order placed by that Other Gaining RSP under an Other Wholesale Broadband Agreement, has been flagged by RSP as requiring Transfer Validation,to the Other Gaining RSP to the extent necessary to effect a service transfer order under an Other Wholesale Broadband Agreement.
- (c) Where RSP is the Losing RSP, RSP authorises, and must ensure the authority of its Downstream Service Providers for, **nbn** to cause the relevant service transfer to occur including disconnecting or otherwise ceasing to supply the relevant Ordered Product which is the subject of the service transfer order placed by the Other Gaining RSP.
- (d) Nothing in this section 12 limits any rights RSP may have against the Other Gaining RSP or Other Losing RSP (as the case may be).
- (e) If RSP submits a Service Transfer Order, it must have a Customer Authority that has either been given or revalidated by the Contracted End User not more than 45 days old before the date of submission.



*Section 13 is a Special Term which applies in connection with the **nbn**<sup>®</sup> Platform Interfacing Service.*

## 13. Transition Advice Information

### 13.1 Transition Advice Information disclosure

If RSP:

- (a) orders **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN) or **nbn**<sup>®</sup> Ethernet (FTTC);
- (b) requests a Voiceband Reinstatement; or
- (c) requests a Transition Reversal,

in respect of a Premises, RSP consents to Transition Advice Information being disclosed by:

- (d) **nbn** to Telstra; and
- (e) **nbn** and Telstra to any third party (including an Other RSP),

for the purposes of effecting the temporary or permanent disconnection, or the reinstatement, of any Voiceband Service and any Non-Voiceband Service supplied to that Premises.

### 13.2 Additional RSP information disclosure

**nbn** may disclose RSP's identity to Telstra for the purposes of notifying Telstra that RSP may order **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN) or **nbn**<sup>®</sup> Ethernet (FTTC) in respect of a Premises.

*Section 14 is a Service Term which applies to the **nbn**<sup>®</sup> Platform Interfacing Service and should be read in conjunction with clause D1.5 of the [Head Terms](#).*

## 14. Non-Addressable Objects

**nbn** does not make any representation or warranty about the completeness or accuracy of the details of Non-Addressable Objects made available to RSP.

## Part E: Risk Management

*This document does not contain any Risk Management terms which are specific to the **nbn**<sup>®</sup> Platform Interfacing Service and additional to Module E of the [Head Terms](#).*

## Part F: Agreement Management

*This document does not contain any Agreement Management terms which are specific to the **nbn**<sup>®</sup> Platform Interfacing Service and additional to Module F of the [Head Terms](#).*

## Part G: Dispute Management

*This document does not contain any Dispute Management terms which are specific to the **nbn**<sup>®</sup> Platform Interfacing Service and additional to Module G of the [Head Terms](#).*

## Part H: General Terms

*This document does not contain any Special Terms or Service Terms of a general nature which apply to the **nbn**<sup>®</sup> Platform Interfacing Service and are additional to Module H of the [Head Terms](#).*

## Part I: Service Management

*This document does not contain any Special Terms or Service Terms which apply to the **nbn**<sup>®</sup> Platform Interfacing Service with respect to service management.*