

# InfiNET Broadband

# Terms and Conditions

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## Introduction

These terms & conditions are a Standard Form of Agreement for the purposes of Section 479 of the Telecommunications Act 1997

These Terms and Conditions on which InfiNET Broadband Pty Ltd (ABN: 651 389 212), supplies its Products and Services to the Customer. These Terms and Conditions are between You (the 'Customer') and InfiNET Broadband ('We' or 'Us'). These Terms and Conditions supersede all previous arrangements, written or implied.

We will supply the You, Service(s) on the terms & conditions set out below (the 'Agreement'). Undefined words have the same meaning as in the Telecommunications Act, 1997. Unless specified, these terms & conditions apply to all Services provided by Us

A copy of InfiNET Broadbands Terms and Conditions can be made available from our office or via our [website](#) (hard or soft copy).

These Terms and Conditions, and the Acceptable Usage Policy are subject to change at any time without notice. If We change the Terms and Conditions, or Acceptable Use Policy could cause a disadvantage to You, We will notify you of the change, at least 30 days in advance. If you do not agree with any changes, you may terminate this Agreement but you must notify us of such termination within 14 days of our notice.

## Definitions

**Authorised Representative:** means an individual authorised by the Customer to fully act on their behalf in respect of the Service, including receiving service and billing information, making technical changes, signing forms and making changes that affect billing.

**BYOD:** Bring Your Own Device

**Cancellation:** means the termination of a product or Service.

**Cancellation Fee:** means the fee payable by the Customer as outlined in the Product Terms and Conditions, Order Form or Customised Agreement for Cancellation of the Service prior to the Contract End Date.

**Complete Provisioning:** means the Service has been completed and ready for use by Customer.

**Contract:** means the agreement between the Customer and InfiNET Broadband for the Services.

**Contract End Date:** means the date on which the Contract Term expires.

**Contract Term:** means the minimum contract term specified on the Order Form or in the Customised Agreement, which commences on the Start Date of the Service.

**Customer:** means the individual, business or entity entering into the Contract

**Customised Agreement:** means a Contract between InfiNET Broadband and the Customer for the provision of customised Services and/or modifications to standard products and/or Terms and Conditions.

**Establishment Fee:** means the initial fee payable to establish a Service.

**Fault:** means in relation to Services, the failure or non-delivery of the relevant Services.

**Fibre:** means in respect of NBN services only, the Fibre network that is owned, controlled and/or operated by or on behalf of NBN co.

**Fixed Wireless or Wireless:** means in respect of NBN services only, the wireless network that is owned, controlled and/or operated by or on behalf of NBN co.

**Force Majeure:** means acts of God; war (whether declared or not); act of terrorism, revolution or act of public enemies; riot or civil commotion, strike, stoppage, ban, limitation on work or restraint of labour; fire, flood, storm, tempest, radioactive contamination or wash away or high sea inundation; acts, decisions and mandatory directives of any government body; or any other event or circumstance which is beyond the reasonable control of either party and, without limitation.

**FTTB:** means in respect of NBN services only, the “Fibre To The Building” network that is owned, controlled and/or operated by or on behalf of NBN co.

**FTTC:** means in respect of NBN services only, the “Fibre To The Curb” network that is owned, controlled and/or operated by or on behalf of NBN co.

**FTTN:** means in respect of NBN services only, the “Fibre To The Node” network that is owned, controlled and/or operated by or on behalf of NBN co.

**General Terms and Conditions:** means the Terms and Conditions applicable to the use of all InfiNET Broadband services and in relation to such things as, but not limited to, billing and payment, acceptable use, privacy, technical support.

**HFC:** means in respect of NBN services only, the “Hybrid Fibre Coaxial” network that is owned, controlled and/or operated by or on behalf of NBN co.

**Internet:** means the world-wide connection of computer networks which provides a number of services to users including the transmission of electronic mail, provision of information on the world wide web and transfer of files.

**NBN:** means the National Broadband Network provided by or on behalf of NBN co.

**NBN co:** means NBN co Limited and its related bodies corporate, and their respective officers, employees, agents, subcontractors and consultants.

**NBN Equipment:** means any equipment that is owned, operated or controlled by NBN co.

**NBN Connection Box:** means a Network Termination Device (NTD) or Network Connection Device (NCD) owned and provided by NBN co located on the inside of the Customer premises.

**NBN Network Boundary Point:** means the UNI-D Ethernet port on the NBN Connection Box at the Customer premises.

**Non-Excludable Terms:** means any terms, conditions or warranties that are implied into this agreement by statute and that cannot be excluded or modified without contravening the statute or causing the excluding or modifying clause to be void.

**Order:** means a request or instruction from the Customer to Us in relation to the Service/s as accepted by Us.

**Order Form:** means the relevant InfiNET Broadband document (including Customised Agreements) or online request by which the Customer orders a new Service or change to a Service.

**Outage:** means a period of time where a Service is unavailable or offline.

**PBX:** means Private Branch eXchange, a telephone switching system that interconnects telephone extensions to each other as well as to the outside telephone network (e.g. PSTN or VoIP).

**Reconnection:** means restoring an existing Service.

**Relocation:** means establishing a new Service at a new address or on different copper pair/s (line) using an existing username, password, configuration and associated attributes.

**Service or Services:** means the products and services supplied to the Customer by InfiNET Broadband as per the Order or Customised Agreement.

**Service Details:** means the information (such as username, password, technical support details) that InfiNET Broadband will provide to the Customer that allows the Customer to enable, use and/or monitor the Service/s.

**SIP:** means Session Initiation Protocol, which refers to the method used for controlling communication sessions (such as voice calls) over Internet Protocol (IP).

**Site or Sites:** mean the specific address to which a Service is being provided.

**Start Date:** means the date an individual Service is provisioned and operating as advised in writing by InfiNET Broadband. The Start Date is also the date the Contract Term commences.

**Technical Representative** means an individual or business authorised by the Customer to act on their behalf in respect of technical matters relating to the Service, including receipt of the Service Details, usernames and passwords. A Technical Representative is authorised to receive information about the Service and make technical changes (i.e. configuration/IP addressing), but is not authorised to sign order forms or make changes that affect billing unless the Customer has allowed the individual to act as an Authorised Representative.

**Third Party Supplier:** means another business or entity that supplies products, goods or services to InfiNET Broadband.

**Transfer:** means the process of rapid transfer or churning an existing Service from one Internet Service Provider to another.

**VoIP:** means Voice over Internet Protocol, which refers to delivery of voice communications over the Internet, rather than via traditional telephone line networks.



## 1.0 Privacy & Information

InfiNET Broadband's privacy policy outlines our commitment to you in respect of the collection and use of personal information. InfiNET appreciates that your privacy is important and we will protect the information while complying with the APP (Australian Privacy Principles) set out in the Federal Privacy Act and administered by the Federal Privacy Commissioner.

### 1.1 Personal information collected and why:

For InfiNET Broadband to provide a service/s to you, we will need to collect and hold, some personal information. It can also be used to verify your identity or assess if you are eligible for our services. This information may include;

- Name
- Address
- Telephone number/s (including your mobile number)
- Email address/s
- Date of Birth (DOB)
- Driver's License
- Bank account or credit card details
- Password details for accessing InfiNET services

If you are unwilling to provide us with some details, we may not be able to supply you with a service.

### 1.2 Collection under law:

We may be required to collect personal information under the *Telecommunications Act 1997* and laws made under it. We may be required to collect information, relating to an individual or a communication to which an individual is a party, under the 'data

### 1.3 Collection of information:

InfiNET Broadband will collect personal information when you make or commence making an application for a service. This will be either over the telephone or through an online process. We may also collect personal information about you in accordance with its obligations under the data retention provisions of the Telecommunications Act. The personal information will be held in secure electronic databases where InfiNET Broadband use reasonable efforts to ensure this personal information is only accessible qualified staff.

### 1.4 Collection from third party sources:

We may also collect personal information indirectly or from someone other than you, and you may not be aware of the collection, including;

- InfiNET employees, suppliers, agents or contractors
- Credit reporting bodies, fraud checking agencies, information brokers and credit providers
- Telecommunication and information service providers
- Our equipment
- Publicly available sources
- Companies in our group that you may have dealt with
- Our website/s and how you use them

## 1.5 Disclosing or sharing personal information:

The information InfiNET Broadband collects is strictly confidential. InfiNET Broadband will not disclose your personal information to any third parties other than those contracted by us where it's reasonably required to. These include, contractors or suppliers whose goods and services we use to operate our business and provide products, installation and support to you. Examples include;

- Technicians or specialist contractors engaged to resolve faults or deliver a service
- Credit reporting body, fraud checking agency or debt collection agencies
- Law enforcement agencies or specified recipient if a court order compels us to do so
- Regulatory authority or authorised government body
- Your legal advisers if requested
- Authorised representative or contact person that you have agreed to
- Communication companies for specific marketing campaigns by us

If you do not wish to receive marketing material from us, please send an email with your full name and customer ID to [privacy@infinetbroadband.com.au](mailto:privacy@infinetbroadband.com.au)

We may also disclose it to authorised agencies under the Data Retention Law. Some of these parties may be based overseas for example India and the Philippines and countries where you use roaming services while travelling.

## 1.6 How InfiNET Broadband holds your personal information:

We take reasonable precautions to protect our customer personal information. Proof of identity is always required before the personal information is disclosed to any person, including the customer. The personal information, where required will be encrypted, secured behind firewalls and encrypted in transit. We use third parties to manage transaction where PCI DSS (Payment Card Industry Data Security Standards) are required. We may also store your information in cloud or other types of networked or electronic storage. Where required, we will take reasonable steps to ensure that these overseas organisations do not breach the Australian Privacy Principles, such as GDPR ([General Data Protection Regulation](#))

## 1.7 Access and correction of personal information:

We will take all reasonable steps to ensure that your personal information which we collect, use or disclose is accurate, complete and up-to-date. If you wish to access the personal information held by us, you can access and correct some of this, such as contact details by logging in to our customer portal. You can also request that incorrect information about you be corrected or deleted. Please send an email to [privacy@infinetbroadband.com.au](mailto:privacy@infinetbroadband.com.au) and we will respond to you within 20 business days. A handling fee may be payable so that we can obtain the information you require.

## 1.8 Breach of privacy and complaints:

If you believe your privacy has been breached by InfiNET Broadband or like further information, please contact [privacy@infinetbroadband.com.au](mailto:privacy@infinetbroadband.com.au) If you are not satisfied with the outcome you may refer the matter to the TIO ([Telecommunications Industry Ombudsman](#)) or the AIC ([Australian Information Commissioner](#))

## 1.9 Contacting InfiNET Broadband:

Any questions, requests or complaints regarding the privacy statement, please contact us on 1300 101 414 or at [privacy@infinetbroadband.com.au](mailto:privacy@infinetbroadband.com.au)

## 1.10 Notices and Communications:

Notices under this agreement may be sent by email (electronic mail), post, or short messaging service (SMS).

You are responsible for the content of the messages You communicate when using Our Services as well as the consequences of those messages. See our Illegal or Restricted content document around what You can't use Our Services for.

## 2.0 Service(s) Description

We will connect Your Service(s) as soon as it is reasonably possible after acceptance of Your application. We will use all reasonable efforts to maintain the Service(s) while You comply with this Agreement.

You must not resupply any of the Service(s) without Our agreement in writing.

If there is any exclusion/s or discrepancy between the T&C's of particular service and the Standard Form Of Agreement, the later shall succeed, to the extent of any such exclusion or discrepancy.

Service(s) are not available in all areas and it is not possible to determine the maximum speed you will be able to achieve until your service is connected. Actual speeds you will obtain vary due to a number of factors, such the hardware, the software and software configuration, the connection method within the premises and the type/source of content being downloaded.

Please see Our critical information summaries or NBN Key Fact sheets for further information our Service(s)

## 3.0 Service Termination

The Service(s) We provide to you may be discontinued with written notification and can't be back dated. Unless you contact us to cancel the service, we will continue to provide the service on a monthly basis and you agree to continue paying the charges. Account terminations can only be submitted by the account holder, or an authorised representative. Minimum total cost after service activation is equal to the first recurring payment of the chosen plan, plus any applicable non-recurring setup or activation fee

## 4.0 Service Modifications

All plan changes require completion and submission of a Plan Change Form. A once off fee may apply to change the speed of the Service. There is no cost to change from one plan to another of the same plan type and speed, other than the new rate. Plan changes occur immediately (as soon as possible), or on the next billing anniversary date, whichever is requested by the Customer on the Plan Change Form. If an immediate change is requested, the date the plan change occurs will become the new billing anniversary date. The remainder of the current month's fee will be payable. If anniversary date is requested, billing and data allocation changes will take effect from the next billing anniversary date. If a speed change is required, the change to the speed of the Service will be processed immediately (as soon as possible) taking effect within five business days. Changing the speed of a Service may result in downtime of the Service during the speed change process and We are unable to provide exact timing for the completion of the speed change.

## 4.0 Transfers

Signing and agreeing to an application or any other agreement for Service(s) by Us, You authorise Us to transfer the Service(s) into Our name. You will pay Your current supplier any amount owing for the Service(s) being transferred.

If in the future You ask Us to transfer any of the Service(s) to another supplier, You remain responsible for the amount payable for the Service(s) up to the time when We transfer those Services. You will immediately pay Us the amount on receipt of Our invoice. The provision of Service(s) ceases when We transfer those Services to another supplier, provided you have fulfilled your contractual obligations and in respect to the cancellation notice period for your respective Service.

Transfers are not available when changing address. Cancelling an NBN Service with another Internet Service Provider before an NBN Transfer Order has been processed will cause a failed Transfer and a new Order will be required

## 5.0 Cancellations

Once you receive notification that your order has been submitted to our carrier, your order will be classified as "In Progress". At this stage, if you wish to cancel due to change of mind, no refund will be provided. Once the service is activated, a 15-day notification is required to cancel an active service. No pro-rata credits or refunds are offered for cancelling accounts. Please bare this in mind if you need to cancel a service

You can download your invoice/s from the customer portal for up to 60 days after the service/s or account is closed.

## 6.0 Relocation/s

If the customer moves or relocates (change of address), there are no charge or fees when staying with InfiNET Broadband and we will manage this for you.

## 7.0 Billing

InfiNET Broadband will bill you in advance for the minimum monthly charge. On completion of signing up your first month of monthly charges will be charged in advance. This payment will be applied to your account and an invoice made available within the customer portal. Billing for your service will commence on the day that the NBN activation is completed and we will notify you once the service is activated. The InfiNET billing cycle will then start on this date and reoccur on the same date each month.

The following account fees apply to the InfiNET Broadband payment methods:

- Direct debit fee: \$0.88 cent per transaction
- Australian VISA/Mastercard surcharge: 1.75% + \$0.30 cent
- International Cards: 2.9% + \$0.30 cent
- Bounced/failed direct debit fee: \$10.00
- Paper Bill Fee: \$3.50

If your account is not paid in full within 5 days after the monthly due date a late payment fee of \$15 Inc. GST will apply. We may, without notice, cancel or suspend all or part of Your Service(s) if any amount is not paid by its due date. Any applied Discounts may also be cancelled during the overdue period. If any amount has not been paid by the due date, We reserve the right to deduct any unpaid amount from Your nominated payment option.

If You default under this Agreement, We may use any personal information collected to assist Us in the process of debt recovery. Personal information includes personal identifying details such as Your name, address, date of birth, employers & drivers' license details & status of any of Your accounts or related bodies corporate, Your credit history, & information about Your creditworthiness or capacity.

## 8.0 Financial Hardship

### 8.1 Financial Hardship

The Telecommunications Consumer Protections Code C628:2019 defines Financial Hardship as a situation where a customer is unable to discharge of the financial obligations in relation to our services due to a reasonable temporary or ongoing cause but where the customer expects to be able to do so over time if payment arrangements are changed.

### 8.2 Statement of intention:

We are here to help. We will work with you to help you respond to financial difficulty, whether temporary or long-term. We are committed to helping customers facing financial hardship maintain telecommunications access and working with you to find a sustainable solution. Any help we can give will depend on your individual circumstances, and we provide help on a case-by-case basis.

### 8.3 Contact us:

We encourage you to contact us if you experience any difficulties paying our services. Please contact us by calling InfiNET Broadband on 1300 101 414 or via our contact page on the website ([www.infinetbroadband.com.au](http://www.infinetbroadband.com.au)) if you would like to discuss any Financial Hardship matters with us. You can do so during business hours.

### 8.4 The process:

When assessing your eligibility for Financial Hardship, we may request supporting documentation to conduct an assessment. However, a we would not ordinarily require it unless:

- It appears that the financial arrangement will need to be long term;
- The Supplier considers the amount to be repaid large or significant;
- The Customer has not been the Supplier's Customer very long; or
- The Supplier reasonably believe there is a possibility of fraud.

If you satisfy one of the above criteria, we may ask you to provide certain documents such as:

- A statutory declaration or official written communication from a person or support group that is familiar with your circumstances;
- Evidence that you consulted a recognised financial counsellor; and
- A statement of your financial position.

We may not be able to make an assessment of your circumstances if you do not provide us with the requested information. We may use the information you provide as well as other information available to us. Once we received all required information, we will let you know within 5 working days whether you are eligible for assistance under our Financial Hardship Policy.

If you are eligible, will work with you to come to an arrangement that allows you to pay your outstanding charges in a way that does not worsen your financial position. Where appropriate we will discuss means with you how to limit your spend (this may include barring some service features) during the time of our arrangement and thereafter.

Once we come to an agreement, we will put this in writing via letter or email to you. You have the right to request these details in writing. You must inform us if your circumstances change (for better or for worse) during our arrangement.

We will not charge you for assessing your Financial Hardship circumstances or for administering the matter.

## 8.5 Your options:

If you are experiencing Financial Hardship, there are a few options that may be available to you depending on your circumstances.

If you wish to stay connected with us, some options include:

- Spend controls;
- Restriction of service, in respect of overall or specific services;
- Transferring you to a Pre-Paid Service;
- Transferring you to a contract which includes hard caps or shaping; or
- Low-cost interim options until you can continue with original payments.

Some other options for suitable financial arrangements include:

- Temporarily postponing or deferring payments;
- Agreeing on an alternative arrangement, plan, or contract, including discussing Pre-Paid Services;
- Discounting or waiving of debt;
- Waiving late payment fees;
- Waiving cancellation fees; or
- Incentives for making payments, for example payment matching.

## 8.6 Finding a financial counsellor:

You can talk to a phone financial counsellor or a consumer advocate who deals with financial difficulty matters from anywhere in Australia by ringing 1800 007 007 (minimum opening hours are 9.30 am – 4.30 pm Monday to Friday). This number will automatically switch through to the service in the State or Territory closest to you.

Alternatively, you can find the financial counselling service nearest to you by visiting <http://www.financialcounsellingaustralia.org.au/Corporate/Find-a-Counsellor>

## 8.7 Information on the Complaints Handling Process:

You may wish to make a complaint and request a review if you are not satisfied with the outcome of your Financial Hardship application. Pursuant to the Australian Communications Media Authority ('ACMA') Complaints Standard, a complaint does not include an initial call to request information or support or to report a fault or service difficulty unless you advise us that you want that call treated as a complaint and does not include an issue that is the subject of legal action. You can also make a complaint in writing by email or post.

We are required to acknowledge all complaints within two working days, use our best efforts to resolve the complaint on first contact and otherwise resolve the complaint within 15 working days. As an additional safeguard to ensure that your complaint is properly handled, any complaints data that we receive will be provided to the ACMA to allow it to monitor our complaints-handling process in line with the ACMA Record-keeping Rules.

## 9.0 Disputed Amounts

In the situation a bill or invoice is disputed by You, You agree to pay to Us the total amount as indicated on the disputed bill without deduction. After reasonable & proper investigation and We agree to refund any monies found to be charged incorrectly, it will be credited back to Your account. If a billing dispute is not raised within 3 months of the bill issue date, charges will be deemed correct & payable by You

## 10.0 Partner Requirements

If Our Wholesale Supplier has not been paid for a Service(s) we have provided to you and if you have not paid us for it, you must pay the amount you owe us to the wholesale supplier on demand. You consent to us and our Wholesale Supplier exchanging your details and information about or in connection with your personal credit, commercial activities and creditworthiness. Our Wholesale Supplier may provide a Service that we resupply to you by means of a different carrier from time to time and as it sees fit.

## 11.0 Customer Complaints

### 11.1 What is a complaint?

A complaint is when you (customer) tell us (InfiNET Broadband) you are unhappy or unsatisfied with the service or product we have provided you. You have a right to complain, if you do, we will deal with your complaint in a transparent, objective, fair and efficient manner. This could include how our staff interacted with you or how we handle a reported fault/s.

Our aim will be to resolve complaints efficiently and without delay (see investigation and resolution section for more details on timing). InfiNET Broadband endeavour to solve any complaints/problems you may have during the first contact. Our complaint handling process complies with the Telecommunications Consumer Protections Code C628:2012 (TCP Code)

### 11.2 Costs or Charges:

InfiNET Broadband will not charge you for our complaints handling. If there is cost recovery charge, we will inform you before any charge is applied. You may choose not to pay and discontinue your complaint, we will inform you about your options for external dispute resolution, e.g., the TIO (Telecommunications Industry Ombudsman).

### 11.3 How to make a Complaint:

You can make a complaint by contacting us:

- Office hours: Monday to Friday 9am to 5pm AEST (excluding Public/Bank Holidays)
- Emailing: [customerservice@infinetbroadband.com.au](mailto:customerservice@infinetbroadband.com.au)
- Phone: 1300 101 404
- Online: [www.infinetbroadband.com.au/contactus](http://www.infinetbroadband.com.au/contactus)

**InfiNET Broadband Pty Ltd (ABN: 651 389 212)**

Level 15, Corporate Centre One, 2 Corporate Court, Bundall, QLD, 4217 – Ph: 1300 141 868

- Post: Level 15, Corporate Centre One, 2 Corporate Court, Bundall, QLD, 4212

We will assist you with creating and lodging your complaint if required. You can also appoint an advocate or authorised representative to make a complaint on your behalf (please visit website for the Authorised Representative form)

If you are experiencing financial hardship, please see our financial hardship policy to assist you in this area.

For accessibility issues, you can use these Australian Government services to help make your complaint:

- National Relay Service: 133677 (Link found [HERE](#))
- TIS (Translating & Interpreting Service): 131450 (Link found [HERE](#))

## 11.4 Complaints Process:

InfiNET Broadband will acknowledge your complaint immediately if you made the complaint in person or over the phone, and within 2 business days, if lodged through any of our other methods, including email or voice mail (outside our office hours). You will receive a reference number on acknowledgement of the complaint that will help follow up on your complaint. We will also provide an indicative timeframe for resolving your complaint. You can follow up on your complaint by contacting us via the details noted above. We will always aim to fix the issue during your first contact with us. If this is not possible, we might need to investigate the matter further.

We will reach agreement with you on how to fix the issue (this may include waiving of fees or other commercial solutions) and advise you accordingly within 15 business days of receiving your complaint. We will advise you in writing if you request this.

## 11.5 Investigation and resolution:

For complaints that can't be resolved immediately, we will investigate as necessary. We will then contact you within 15 working days to discuss how to resolve your complaint. Sometimes, it may take longer than 15 working days to investigate your complaint. If this happens, we will contact you and let you know why, provide you with an update and timeframe. If this delay is more than 10 business days (and is not the result of a mass service disruption) we will also inform you about your options for external dispute resolution such as the TIO.

We will implement any agreed resolution within 10 business days, unless you have agreed otherwise, or you have not yet completed something you agreed to do, or the issue has been caused by a notified outage of service. If we encounter delays to our proposed resolution, we'll contact you to let you know and propose new timelines. If you are not happy with our proposals at any stage, you can go to the TIO.

## 11.6 Monitoring your complaint:

You can check in with us at any stage on the progress by quoting the reference number though we will provide updates as we progress.

## 11.7 Closure:

Once your complaint has been resolved, we'll update you immediately. We will not close a complaint until you have agreed it has been resolved, unless, we have been unable to make contact with you to discuss your complaint, or we have been unable to reach agreement with you on how to resolve your complaint and we



have informed you of your options for external dispute resolution such as the TIO. We will never cancel your service/s if you have contacted an external dispute resolution scheme.

## 11.8 Urgent Complaints:

Your complaint will be classified as urgent if you have applied for being in financial hardship under our Financial Hardship Policy or your service has been disconnected or is about to be disconnected or priority assistance service and due process has not been followed. In this case we will reach agreement with you on how to address the issue and implement all required actions to fix the issue within 2 business days. If there is a delay, we will explain why, provide you with a new expected timeframe, and if the delay is longer than 10 business days (and is not the result of a mass service disruption) we will also inform you about your options for external dispute resolution such as the TIO.

## 11.9 Attempts to make contact:

If we can't contact you via your preferred method, we will write to you with details of our attempts and a request to contact us. If you don't respond within 10 working days, we will consider your complaint resolved.

## 11.10 Frivolous or vexatious complaints:

On occasion and after careful consideration, we may decide that, we are unable to do anything further to resolve your complaint or assist you or your behaviour or complaint is frivolous or vexatious. If we decide this, we'll tell you within 5 working days of making this decision and give you the reasons behind it. We'll also let you know about your options for external dispute resolution such as the TIO.

## 11.11 TIO (Telecommunications Industry Ombudsman):

We encourage you to always contact us first if you experience any problem or are unhappy. We will do our best to solve your problem during our first contact. The services of the TIO are free of charge and you can contact them via:

**Phone:** 1800 062 058

**Fax:** 1800 630 614

**Online:** [www.tio.com.au/making-a-complaint](http://www.tio.com.au/making-a-complaint)

## 12.0 Authorised representative

### 12.1 What is an Authorised Representative?

An 'Authorised Representative' can deal with InfiNET Broadband on your behalf as your agent (including making a complaint) and:

- if you give them limited rights: has only those rights including any limitations you specify on access to your information; and
- If you do not give them limited rights: has power to act and access information as if they, are you.

### 12.2 What is an Advocate?

An 'Advocate' can deal with InfiNET Broadband on your behalf (including making a complaint) but:

- Cannot change your account or services; and

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- Cannot act on your behalf or access your information unless you are present and agree

If InfiNET Broadband are not clear if you intend to appoint an Authorised Representative or Advocate, we will assume you intend to appoint an Advocate.

InfiNET Broadband may also accept a person who holds an appropriate Power of Attorney or Guardianship Order as Advocate or Authorised Representative for a customer. Please forward a certified copy of the Power of Attorney or Guardianship Order together with this form (signed by the Attorney or Guardian for the customer). InfiNET Broadband might need to have the documents verified before we can accept the appointment.

To protect your privacy and security and to minimise the risk of fraud, our requirement is that this Appointment be submitted by post as an original signed copy, witnessed by a doctor or pharmacist or lawyer or member of police.

Please see our Authorised Representative document for further information.

## 13.0 Data Retention

InfiNET Broadband takes your privacy seriously, we will only retain customer data in line with billing, customer service or legitimate law enforcement obligations. We do not monitor your network traffic, data or activities.

In line with our obligations under telecommunications legislation and the Privacy Act, InfiNET Broadband does not keep your web browsing history, download records, or copies of your emails and phone calls.

We do keep a copy of your communications with us, such as emails, to help us meet our customer service levels. We do retain some data needed for specific purposes, such as billing. Once this data no longer needed, it will be destroyed.

There's further information about what data we collect, why, and who we might share it with in our Privacy Statement.

InfiNET Broadband doesn't store or match personal information on behalf of third parties, our only obligation is to retain the information necessary to provide, maintain and bill for services. Any data not required to meet these needs is destroyed

## 14.0 Illegal or restricted content

Some data, media or content that is found or placed on the internet may be prohibited, illegal or infringes certain rights or laws under various state or Commonwealth bodies. Some online content may also be classified as illegal or prohibited such as Child pornography, Instructions in Crime, violence or drug use, Actual sex and Excessive violence.

InfiNET Broadband encourages all users who provide publicly accessible content to use appropriate warnings and/or labelling systems for content which is likely to be considered unsuitable for children (according to the Classification Act and relevant Classification Guidelines), even if such Content may not be Prohibited or Potential Prohibited Content. More information on this can be found on the [ACMA website](#).

InfiNET Broadband isn't the authority determining if content is infringing copyright, restricted or illegal. Any complaints should be directed to the [Australian Communications and Media Authority](#).

## 15.0 Acceptable Fair Use

Reserved

## 16.0 Website

### 16.1 About

InfiNET Broadband welcomes you to this website and provides the website as part of its overall service to you. Please read this page carefully. It governs your commercial relationship with us and sets out legally binding provisions, which regulate your use of our website (including any desktop and mobile versions of it).

### 16.2 Acceptance and Modifications

By accessing or using any of the content, information, data, text, graphics, photographs and other materials on this website you agree to these Terms of Use. If you do not agree, you should not use this website. InfiNET Broadband may at any time vary the Terms of Use. These are the current Terms of Use and they replace any other terms of use for this website previously published on this website.

### 16.3 Information and services on this website

The data and information on this website can change and InfiNET Broadband will make every effort to keep it up to date and accurate though there may be delays, errors or omissions in doing this and our website might go offline from time to time. The data and information on this website is provided for guidance only. If required, you should seek professional advice and assistance before you take any commercial decisions or action. InfiNET isn't accountable for any error or oversight on this website and reserves the right to make changes without notice. InfiNET Broadband does not guarantee that this website or Third-Party Websites will be free from viruses, or that access to this website or Third-Party Websites will be uninterrupted.

### 16.4 Links to other websites

The InfiNET Broadband website may contain links to other websites operated by third parties that are not under the control of us. InfiNET Broadband doesn't endorse and is not responsible for any material on, or linked to from the Third-Party Websites.

### 16.5 Linking to this website, Trademarks, copyright

Viewing data or information on this website from your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these Terms of Use, no part of this website may be uploaded to a third party, linked to, framed, reproduced, adapted, performed in public, distributed or transmitted in any form by any process without the specific written consent of InfiNET Broadband. InfiNET own the website and all intellectual property on the website.

### 16.6 Website restrictions

You must not use the website or any part of the website in breach of these use terms.

You must not use the website or any part of the website in any way which is in breach of any statute, regulation, law or legal right of any person

You may not make any use of the website except as permitted by these use terms and may not do or authorise the commission of any act that would or might invalidate or be inconsistent with our intellectual property rights on the website.

Without limiting these provisions, you must not, under any circumstances, sell or resell access to the website or scrape, republish, mirror or otherwise rent, lend, lease, sell, redistribute, sub-licence, copy or duplicate the website or any content you obtain via the website. In addition, you must not, nor may you permit any

person to: Copy, alter, modify, adapt, reproduce, republish, frame, translate, reverse assemble, reverse engineer, reverse compile, transfer, sell, licence, create derivative works from or enhance the website and/or any content on the website.

Do any act that would or might invalidate or be inconsistent with our intellectual property rights or those of our licensors.

Use the website in any way that infringes our rights or any third-party rights.

Use the website to create any product or service that competes with the website.

Take any steps to circumvent any technological protection measure or security measures on the website.

## 16.7 Liability and complying with laws

We own the website and all IP on the website. Don't infringe our IP rights and make sure you comply with all applicable laws To the maximum extent permitted by law, and except to the extent expressly specified or referenced in these Terms of Use, InfiNET Broadband is not liable (whether in contract, tort, under statute or otherwise) for any loss, damage, or expense (including special, indirect or consequential loss, loss of profit or revenue, loss of use, legal costs and defence or settlement costs) that you or any other person incurs arising directly or indirectly out of or referable to material on this website or to Third Party Material. You must comply with all laws in relation to your access or use of Material on this website, including laws of the country in which you reside or from which you access this website.

## 16.8 Cancellation

The agreement set out in these Terms of Use and your access to this website may be cancelled at any time by InfiNET Broadband without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by InfiNET Broadband will continue after cancellation.

## 16.9 General

InfiNET Broadband reserve our rights and can change these Terms of Use at any time. You cannot transfer your rights under these use terms unless we approve the transfer. InfiNET Broadband can transfer our right and obligations at any time. If part of these use terms are not legally binding, the rest still are. We are not partners, employers or employees of one another. These use terms set out our entire agreement with you. Any legal action will be begin in Queensland.

## 17.0 Confidentiality

Any information supplied by the Us or any of Our Carriers, You will keep confidential.

## 18.0 Force Majeure

We will not be liable for any delay in the connection of or failure in the operation of Services due to any occurrence reasonably beyond Our control including failure of any link provided by the Carrier

## 19.0 Hardware warranty and return information

Reserved

## 20.0 Customer Equipment

Any BYOD (Bring Your Own Device) You use that is not provided by Us to enable using Our Service(s) must comply with the standards and specifications set by the manufacturer or Supplier.

We may substitute a component or part of any component of the customer equipment purchased prior to delivery without consultation, if required. We will provide best efforts to notify you if changes are required. The change, substitution or modification will not unfavourably affect the performance or capacity of the service(s) and will not otherwise affect Our obligations or Your rights under this Agreement.

If equipment purchased from Us, ownership does not pass to You until all amounts owing have been paid in full.

We will use Our best effort to deliver the equipment to You on as soon as possible during normal business hours.

You agree to obtain and maintain, at Your expense, any and all permits, licences, approvals, authorisations, upgrades required for the equipment.

In the event that You are relocating Your Premises and subject to Us being able to provide the service(s) at the New Premises, You agree to pay all costs incurred by Us as a result of You having the equipment moved. If agreed to by Us, additional services can be provided at a fixed or time and materials basis charged at Our standard rates in effect from time to time & on terms agreed to between Us.

We are not liable for faulty equipment provided to you by a 3<sup>rd</sup> party manufacturer. Where You are experiencing fault, You should contact the manufacturer directly.

## 21.0 Technical Support

We supply free best effort technical support covering the installation and ongoing service maintenance on any of Our supplied equipment or Your BYOD device(s). This support is provided in person, email, telephone and our website.

You acknowledge that free technical support is provided as a troubleshooting service, and You may be requested to provide reasonable assistance to help our technical support team, diagnose and resolve an

issue. If you are unable or unwilling to provide that assistance then you can arrange for and authorise another person to do that on your behalf, or you can arrange and authorise a third-party technician at your own cost.

If you fail to complete troubleshooting and we agree to dispatch a technician then a fee for service may apply. We will require your agreement to pay the fee for service before a technician attends the property, and we reserve the right to require upfront payment of the fee for service before the technician attends in some circumstances.

Telephone support is available from 08:00 AM to 20:00 PM, Monday to Friday (excluding bank holidays) with Saturday and Sunday support available on request and when scheduled. You may contact us by phone on 1300 101 404 to arrange a support booking.

## 22.0 Network Security

You will take reasonable and suitable precautions of the security of and or access to Your network(s) and related systems. We do not take responsibility or are liable in any way for any violations of Your network. We are responsible for the provision of service(s), You are responsible for ensuring the security or access to protect Your computer equipment or electronic data against unauthorised or unwarranted intrusion.

## 23.0 IP Addressing

### 23.1 Dynamic IP addresses

Unless your Internet Service specifies that we shall provide you with a static IP address, we may provide it using dynamic IP addresses (that change periodically). The periodic changing of dynamic IP addresses is normal network behaviour and not a fault. It may be difficult or impossible to operate an Internet server, mail server or a web server, using an Internet Service with a dynamic IP address. If you intend to operate such a server you should use an Internet Service with a static IP address.

### 23.2 Static IP addresses

A single static IP address or additional IP addressing may be available upon request for an additional cost.

## 24.0 NBN Services

### 24.1 Description of service/s:

These are [NBN Co TC4](#) small/medium sized business + residential/personal internet services with unlimited data allowance provided over the NBN network. These are only available in NBN enabled areas and available to businesses and residential/personal. InfiNET Broadband does not permit the distribution of illegal content or copyrighted material on our network.

### 24.2 Plan Information Overview:

- **Minimum Term:** 1-month minimum term
- **Contract Terms:** These plans have no lock in contract
- **Setup costs:** There are no setup or activation costs associated with these services
- **Plan change or upgrade fees:** There are no fees to change or upgrade a plan

## 24.3 Connection Timeframes:

InfiNET Broadband will process and connect your NBN Broadband service as quickly as possible. We rely on our carrier and NBN to complete the connection. If it's a new connection where NBN hasn't been connected previously, NBN will advise InfiNET Broadband of a reserved installation appointment for the connection and InfiNET Broadband will pass this detail onto you. In some cases, the NBN installer may be unable to attend the reserved appointment. Reasons can include delays with previous installations, high workloads or other factors out of InfiNET Broadband's control. If your installation appointment is re-scheduled, we will do everything possible to inform you ahead of the installation date. There are occasions we are not informed by NBN if an installer is unable to attend an appointment until after the appointment time and date. We do apologise in advance if this happens at your installation.

## 24.4 Broadband Speed:

It is not possible to determine the maximum speed you will be able to achieve until your service is connected. Actual speeds you will obtain vary due to a number of factors, such as the hardware, the software and software configuration, the connection method within the premises and the type/source of content being downloaded.

NBN services provided using Fixed Wireless/FTTB/FTTC or FTTN technology may not be capable of supporting the highest available speed tiers. Please see our FAQ on technology types for more information. Please contact us as soon as possible if you are not achieving satisfactory speeds and we will provide some troubleshooting tips that may improve things.

## 24.5 NBN Availability:

To check if your address or premise is enabled, please go to the NBN site: [NBN Check Address](#) NBN broadband is available in selected/enabled areas shown within this site

## 25.0 Voice Services

### 25.1 Business & Residential/personal VoIP

The Business & residential/personal VoIP (Voice over IP) service/s are provided over the NBN network. The service is only available in conjunction with InfiNET Broadband's NBN services. The residential/personal VoIP (Voice over IP) service/s is not suitable for business use.

All InfiNET VoIP phone services use the internet to provide a phone service to your home. InfiNET Broadband does not permit the use of the VoIP service/s for illegal purposes

- **Minimum Term:** 1-month minimum term. Can cancel free of charge at any time
- **Contract Terms:** These plans have no lock in contract

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\* International rates are automatically blocked. Some countries are actively blocked because they are high risk. For a full list of international rates please visit our website.

## 25.2 The service includes:

- A minimum of 2 SIP Trunks (extensions, lines or channels) – A extension denotes the number of simultaneous calls that can be made on a trunk
- Customer access to the PBX console for limited management

## 25.3 MRC (Monthly Recurring Charge):

Registered SIP Endpoint MRC is payable each month commencing on the Start Date of the Endpoint and ending on cancellation of the Endpoint in accordance with the Agreement.

## 25.4 Connection Timeframes:

InfiNET Broadband will process and connect your VoIP service as quickly as possible. We rely on our carrier to complete the provisioning of the VoIP number or porting of existing number/s. The porting of an existing number can be between 10-20 days as is dependent on the carrier who currently holds the number.

## 25.5 Required Hardware:

An NBN ready modem/router is required to connect this service. InfiNET Broadband recommend using one of our supplied modem/routers that come preconfigured. Please check our website for current pricing. InfiNET Broadband do support BYO modem/routers but they must be compatible with the NBN connection being delivered to your property. InfiNET Broadband will provide limited 'best effort' support for BYO devices, so you must be capable of configuring it yourself.

You will also need a VoIP phone using an adapter or VoIP router. The InfiNET Broadband routers that we supply (for an additional cost) are VoIP enabled. InfiNET Broadband can also supply VoIP phones, please contact us for a full list of options

## 26.0 Managed Hardware

Place holder

## 27.0 Consultancy Services

Place holder

## 28.0 NBN

### 28.1 NBN Service Conditions



NBN (National Broadband Network) is an independent entity, accountable for installing all NBN equipment. Our role is to request an installation/s on your behalf. All the NBN policies can be found [HERE](#).

We are providing broadband Internet access to the Customer's premises via the NBN. NBN is not providing any products or services to the Customer.

We can only supply you with a NBN Service if and for as long as your Service Address is serviced by the NBN. If your Service Address is serviced by NBN but not already connected to it, you may have to pay an extra connection charge for connection to the NBN. We may invoice the connection charge in full in advance when you sign up for an NBN Service(s). If your premise/s is not serviced by the NBN, You have the option to pay for the NBN technology infrastructure to be installed, See the [Application Costs](#) page for full details

If you do not own your Service Address, You must obtain the owner's approval for connection to the NBN and the location of any associated equipment at the Service Address and agree to the costs incurred.

## 28.1 The NBN Service

- InfiNET Broadband provide Personal and Business NBN plans
- NBN equipment might be required and will be provided by NBN. Beyond the termination of the NBN service, [customer equipment](#) will be required;
- The [customer equipment](#) must ensure;
  - Is maintained in good repair and working condition
  - Compatible with the NBN network used at the premise/s
  - Approved for use in connection with Australian telecommunications networks

## 28.2 NBN Customer Obligations

The Service will be installed according to the information provided by the Customer. The Customer must guarantee the information provided for the establishment of the Service is correct. If incorrect information is provided the Customer will be charged for corrections to the Service including standard Cancellation and Relocation Fees. If reasonably requested, the Customer is to personally available or by an authorised adult representative during installation.

The Customer is responsible for any contractual commitments associated with any services supplied over a copper pair that is used for installation of the NBN Service.

The Customer must safeguard the NBN Equipment is not impacted or covered in any way that prevents air circulating around it. The Customer is responsible for any loss or damage caused to the NBN network or equipment.

If the Customer has a monitored service at the premises (e.g., security or medical alarm), the Customer must check that the monitored service will be compatible with the NBN Service. They must also check it's working following the installation of the NBN Service. InfiNET broadband are not liable for any loss suffered as a result of a monitored service failing to work for any reason.

The Customer is responsible for replacing, safely maintaining and recycling the battery within the NBN Power Supply Unit (if installed) at their own cost. It must be within accordance of the instructions available on the NBN website or the NBN user guide.

## 28.3 NBN Provisioning

All NBN orders are subject to a Service Qualification. Provisional checks to confirm the premises can support the Service are carried out, but this does not guarantee that the Service can be successfully installed. The provisioning process begins once the order form and payment of any required fees is completed. We do not guarantee any NBN provisioning timeframe/s. We are not responsible for provisioning delays due to any third-party dependencies or any other circumstances beyond its control.

The NBN Service will be delivered to the Network Boundary Point at the Customer premises. If delivered via the NBN Fibre, Fixed Wireless or HFC network the Network Boundary Point is the UNI-D Ethernet port on the NBN Connection Box.

- FTTB - The Network Boundary Point is the customer side of the MDF
  - If you order an FTTB Service and your Service Address is not FTTB-ready:
    - NBN will require access to the Service Address including its telecommunications infrastructure to make the Service Address FTTB-ready; and
    - You must arrange that access with your building management
- FTTN or FTTC – The Network Boundary Point is first telephony socket within the Customer premises, unless the premise has an MDF, in which case the Network Boundary point is the customer side of the MDF
  - NBN FTTC Services where your building has an MDF, you must procure that NBN has all necessary consents to use any in-premises or in-building wiring, cabling or equipment (including common property) at the building to supply your service. You must tell Us immediately if any such consent is withdrawn
- Cabling beyond the Network Boundary Point to the location where the Customer intends to use the Service is at the Customers cost and responsibility
- NBN will determine its preferred position for the Connection Box. If you request a different position:
  - NBN will determine whether it can or will comply; and
  - if it does comply, it may deem your installation to be non-Standard, and additional costs may apply

## 28.4 NBN Installation Appointments

The installation will be performed during normal business hours and the Customer, or their nominated site contact, may need to be present to provide access for the NBN installer. The installation may take place over more than one day, which may not be consecutive days. If the Customer needs to reschedule the installation appointment, You must give two (2) business days' notice. Fees may apply for missed appointments. We need to reschedule an installation appointment with the Customer and will endeavour to provide as much notice as possible.

NBN may offer a choice of appointment times through us, but we do not manage their schedule. We will book the earliest available slot unless directed by You for a not before installation date. Subject to the Consumer Guarantees: We do not promise that NBN will keep its appointments; and We exclude liability for any loss or inconvenience you may suffer if it does not.

At the time of installation, NBN will assess whether it is:

- a Standard Installation;
  - A standard installation assumes it can be completed in normal business hours, access to the premises or common property, is available and requires only a single NBN Connection Box to be installed (if applicable)
- a Non-Standard Installation; or a Subsequent Installation
  - A Non-Standard Installation or a Subsequent Installation may incur additional costs. Before starting a Non-Standard Installation or Subsequent Installation, NBN will:

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- Provide you with a quote for any additional costs; and
- Only perform the installation if you agree to pay those costs (billed through us at cost)

## 28.5 NBN Site Access

The Customer will agree to provide safe and timely access to their premises in a suitable environment. The Customer is responsible for obtaining consent for NBN and/or its contractors to access the Customer premises. If the Customer does not own the premises, the Customer is obliged to obtain written consent from the owner of the premises, including but not limited to any Body Corporate of a flat or apartment building.

The Customer will also provide reasonable assistance to enable NBN and/or its contractors to provide the Service, deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, perform any other work on or in relation to, disconnect, and remove part of the NBN network.

The Customer understands if access is required to a neighbour's property to reach the Customer premises, consent needs to be obtained from the owner of the neighbour's property.

## 28.6 NBN Equipment and Requirements

**NBN Fibre Network** – NBN will supply a Utility Box, connection box, power supply unit, external cabling from the street and internal cabling up to the connection box. This equipment remains the property of NBN.

**NBN Fixed Wireless** – NBN will supply outdoor antenna, connection box and cabling from the outdoor antenna to the connection box. This equipment remains the property of NBN.

**NBN HFC Network** - NBN will supply a utility box, HFC premises amplifier (if required), splitter (if required) and connection box. This equipment remains the property of NBN.

**NBN FTTC Network** – NBN will supply a utility box, external cabling from the street network to the NBN utility box and connection box. This equipment remains the property of NBN.

All cabling, equipment and works on your side of the NBN Boundary are your responsibility. Where you engage anyone to carry out works associated with an NBN Service, you must ensure that they are registered cablers, hold all relevant industry certifications and otherwise comply with all Laws.

The operation of NBN Services requires the availability of mains power, which you must provide and maintain at your own cost. For an NBN FTTP Service or an NBN Fixed Wireless Service, you must provide a double GPO (power point) located within 3 metres of the NBN Connection Box.

For NBN FTTP Service/s or Fixed Wireless Service/s, a NBN supplied back-up battery and power supply unit can be installed for an extra charge. The back-up battery will allow you to make voice calls using the UNI-V (voice) port and UNI-D (data) port of the NBN Connection Box using a compatible handset that doesn't require mains power or a modem/router with a UPS (un-interruptible Power Supply).

If your NBN FTTP Service or NBN Fixed Wireless Service suffers a mains power outage and no UPS or battery installed, You cannot use data services e.g. the internet, email or VOIP calling.

NBN FTTN, FTTB, HFC Service/s or NBN Satellite Service suffers a mains power outage, You cannot use data services e.g. the internet, email or VOIP calling. You cannot make or receive telephone calls (including to emergency numbers) using the NBN Service.

An SLA (if applicable) for an NBN Service/s does not apply where the Service is disrupted due to a power outage at the Service Address or to a flat or faulty back-up battery.

## 28.7 NBN Customer Equipment

You will need in-premises equipment (a router or modem) to use an NBN Service. See the [Customer Equipment](#) section for further information. Unless we agree to supply and/or set up your modem or other in-premises equipment, you are responsible for doing so, using instructions we will supply. We do not have to agree to supply and/or set up your modem or other in-premises equipment but if we do, extra Charges will apply.

## 28.8 Impact between NBN Service/s and other services

The installation and operation of the NBN Service may cause disruption or outages to other services at the premises (Example: telephones, alarm system, monitoring service, PABX system or Pay Television systems). The installation and operation of other services at the premises as mentioned above is the Customer's responsibility and cost to install splitters and network termination devices which may be required when other services share the same lead-in and/or internal cabling.

## 28.9 NBN Service speed

Predicting actual NBN Service speeds is problematic. They depend on several factors such as, Infrastructure if using HFC/FTTB/FTTC/FTTN, Distance to the NBN Node, Quality or number of joints of lead in cables and in-building cabling, Your equipment, software, use of VoIP services and internet traffic through various times of the day. Devices that connect to Your Modem/router by Wi-Fi can operate at slower speeds than those connected by a physical cable. Location of Your device to the modem/router using Wi-Fi can also impact the speed.

## 28.9 NBN Priority Assistance Services

We do not offer priority assistance services. If anyone at your Service Address has a life-threatening medical condition, please contact the provider of that service to discuss your needs and, if possible, how to migrate the service to the NBN. We do not provide support for these specialised services

## 29.0 Mobile

Reserved

## 30.0 Email

Reserved

## 31.0 Limitation of Liability for InfiNET Broadband

You agree that, where you acquire a Service from us, any reference to “we”, “us” or “our” in the liability provisions contained in clauses of the General Terms will be interpreted so as to include our upstream suppliers and each of their respective personnel.