

NBN[®] BRAND APPROVED USE TERMS



**FOR PROPERTY DEVELOPERS
AND NBN[®] TRAINED CONSULTANTS**

February 2026



INTRODUCTION

Thank you for partnering with nbn — whether your organisation is delivering new developments or you are a consultant who has become nbn[®] trained. Your commitment helps deliver high-quality connectivity and expertise to communities across Australia.

The following nbn[®] Brand Approved Use Terms apply to:

- Property developers who have chosen nbn as a partner for their development; and
- Consultants who have been 'nbn[®] trained'.

'nbn[®] trained' means you have completed the nbn[®] training, and submitted at least 12 designs or certified installations within a 12-month period.

'nbn[®] trained premium' means you have completed the nbn training and submitted over twenty high-quality* designs or certified installations with no corrective actions or major defects within 12 months.

This document sets out the terms and conditions on which you are entitled to use 'built with nbn[®]', or the nbn[®] trained logos, as well as guidelines on how to design and co-brand your materials.

The term 'You; or 'Your' means either the Developer or the nbn[®] trained or nbn[®] trained premium consultant under the nbn[®] trained Consultant Program in their personal capacity, as the context requires.

*At least 80% of designs accepted on first submission with no corrective actions, and at least 80% of installations accepted with no major defects.

NBN[®] BRAND APPROVED USE TERMS

Purpose

These nbn[®] Brand Approved Use Terms, including the nbn Brand Guidelines ('Terms'), regulate the use of:

- a. 'built with nbn[®]' by Developers who have signed a Master Developer Agreement ('MDA') with nbn in relation to the installation of nbn network infrastructure in a Development; and
- b. 'nbn[®] trained' and 'nbn[®] trained premium' by consultants who have completed the nbn training and met the relevant requirements under the nbn[®] trained Consultant Program.

nbn

nbn co limited, ABN 86 136 533 741

built with nbn[®] Approved Uses

Subject to these Terms, You are authorised to use 'built with nbn[®]' in advertising or promotional material directly related to the Development, including:

1. on your website and websites advertising the Development;
2. on community notifications such as letterbox drops and advertisements;
3. on construction templates;
4. on construction site banners and signage;
5. on signage at site offices; and
6. on sale offices and display homes.

nbn[®] trained Approved Uses

Subject to these Terms, You are authorised to use the relevant nbn[®] trained brands, as defined on page 5, in advertising or promotional material directly relating to the services You offer, including:

1. on the nbn[®] trained supplier's website;
2. on marketing materials, website and advertisements;
3. on office signage; and
4. in publications.

nbn authorises the use of 'built with nbn[®]' and/or the 'nbn[®] trained' brands in Australia in accordance with these Terms – as defined on page 4.

TERMS

1. Background

You acknowledge that incorrect or unauthorised use of the nbn[®] Brands may damage the value and validity of the brand and may involve unlawful misleading and deceptive conduct, passing off and trade mark infringement.

2. Licence nbn grants

Subject to clause 11 of these Terms, You are granted a limited royalty-free, non-transferable, non-exclusive licence to undertake the Approved Uses of the nbn[®] Brands, in accordance with these Terms and as directed by nbn, for the duration:

- a. if you are a Developer, you have an ongoing MDA with nbn in relation to the installation of nbn[®] network infrastructure in a Development; or
- b. if you are a consultant, you continue to maintain nbn[®] trained or nbn[®] trained premium consultant status under the nbn[®] trained Consultant Program.

3. Guidelines and directions

You must only use the nbn[®] Brands in accordance with these Terms or as directed by nbn (including via the nbn[®] Brand Guidelines and any other reasonable directions given by nbn in relation to Your use of the nbn[®] Brands, including the composition or form of any art work, advertising or marketing material that includes the nbn[®] brands).

4. Brand Notice

The following notice must appear on the first page of your website where nbn[®] or the nbn[®] Brands appear, and at least once on each item of marketing or advertising material that mentions nbn[®] or nbn[®] ready and/or uses any of the nbn[®] trained brands:

‘nbn[®], NBN Co and other nbn[®] logos and brands (including ‘built with nbn[®]’ and ‘nbn[®] trained’) are registered trade marks of NBN Co limited and used under licence.’

5. Acknowledgement of nbn[®] Brand Ownership

You acknowledge and agree that:

- a. You have no right to use any nbn[®] Brand except as granted in these Terms;
- b. You have no right to or title in any nbn[®] Brand except the right to use nbn[®] Brands as set out in these Terms. All use by You of any nbn[®] Brand inures to nbn;

- c. You must comply with all applicable laws and regulations, including consumer law, product and other standards, in relation to Your use of the nbn[®] Brand. The grant of the licence in clause 2 does not constitute sponsorship, affiliation, endorsement or certification by nbn of You or any products and services in relation to which You use an nbn[®] Brand and You must not imply otherwise;
- d. On nbn’s request you must provide nbn with samples of Your nbn[®] Brand use so we can verify Your compliance with these Terms. Samples are to be provided to nbn at no cost and nbn has no obligation to return them;
- e. You will not (or assist any other person to) use, register, oppose or challenge any nbn[®] Brand (or any brand which is substantially identical or deceptively similar), or use any nbn[®] Brand in any manner that may damage the goodwill or reputation associated with the nbn[®] Brands or nbn’s business or reputation; and
- f. You will not use ‘nbn[®]’ ‘built with nbn’ and/or the nbn[®] trained brand in any domain, business or company name.

6. Authorised use of the nbn[®] trained brands

If You are a nbn[®] trained or nbn[®] trained premium consultant under the nbn[®] trained Consultant Program, You acknowledge and agree that only You (and not Your employer, if applicable) may use the relevant nbn[®] trained logo as an accreditation of Your status under the nbn[®] trained Consultant Program.

7. Limited authorised user rights

Subject to the limited rights granted under these Terms, all powers that would be conferred on authorised users by section 26 of the Trade Marks Act 1995 (Cth) are expressly excluded.

8. No agency

You are an independent contractor, not nbn’s agent or employee and nothing in these Terms gives You any authority to bind or act on nbn’s behalf at any time.

9. Inconsistency

Nothing in these Terms affects or limits either party’s rights or obligations under the MDA or the nbn[®] trained Consultant Program. These Terms will prevail to the extent of any inconsistency between these Terms and the MDA or nbn[®] trained Consultant Program requirements (as applicable) in relation to the nbn[®] Brand.

10. Variation

We may change the Terms or the nbn[®] Brand Guidelines from time to time by providing at least 30 Business Days’ notice of that change to you.

11. Termination

In addition to any other rights nbn has, nbn may terminate Your licence to use nbn[®] brands by providing at least 15 days written notice, or immediately if:

- a. You breach any of these Terms; or
- b. nbn considers Your use of any nbn[®] Brand is likely to cause material damage to nbn’s reputation or goodwill or is likely to breach any law.

Upon expiry of Your licence, You must cease all use of the nbn[®] Brands and destroy or return, at our election (acting reasonably) and your expense, all Marketing Materials produced by You that contains any nbn[®] Brand.

12. Indemnity and Liability

- a. You indemnify nbn against any Loss which it suffers, incurs or is liable for arising out of or in connection with your breach of these Terms.
- b. We indemnify you against any Loss you suffer, incur or are liable for arising out of a third party trade mark infringement claim brought against you as a direct result of your use of an nbn[®] Brand in accordance with these Terms.
- c. If you are a Developer, the indemnity in clause 12(b) above is subject to any limitations, disclaimers or exclusions of nbn’s liability under the MDA which apply to amounts payable by nbn in connection with any third party intellectual property claims made against you (whether or not for trade mark infringement). You agree that the sum of nbn’s aggregate liability under these Terms and the MDA will not exceed nbn’s aggregate liability under the MDA.
- d. nbn excludes all liability for any Indirect Loss suffered in connection with these Terms, whether arising under contract, tort (including negligence), statute, equity or otherwise.

13. Governing law

These Terms are governed by the law of New South Wales, Australia.

14. Defined Terms

Business Day means any day that is not a Saturday, Sunday or public holiday in NSW, Australia.

Developer means the party to the MDA that is designated as Developer.

Development means the Developer’s development project, as described in the MDA.

Indirect Loss means loss of revenue, profit, goodwill, anticipated savings, opportunity, and any other Loss, not arising naturally and according to the usual course of things from the relevant breach, whether or not such Loss may reasonably be supposed to have been in the contemplation of both parties, at the time they made the contract, as the probable result of the relevant breach.

Loss means any loss, damage, liability, charge, expense, outgoing, cost, fine, payment (including all legal and other professional costs on a full indemnity basis) of any nature.

Marketing Material means all documents, works, materials, concepts, accessories, merchandise, stationery, signage and other items that identify, promote or advertise Approved Products, including printed, visual and audio-visual materials, advertisements, promotions or public relations material regardless of media, forum or means of delivery or communication to the public.

MDA means the Master Developer Agreement entered into between the Developer and nbn in relation to the installation of nbn[®] network infrastructure in a Development.

nbn means NBN Co Limited ABN 86 136 533 741

nbn[®] Brand means nbn[®], nbn, ‘built with nbn[®]’, nbn[®] trained, nbn[®] trained premium and any other brands specified in the nbn[®] Brand Guidelines, including any names, trade marks (whether registered or not), logos, slogans or graphics comprised in those brands and any other brand notified by us to you in writing from time to time.

nbn[®] Brand Guidelines means the ‘nbn[®] Brand Guidelines’ attached to these nbn[®] Brand Approved Use Terms and Conditions.

nbn[®] trained brands means ‘nbn[®] trained’ and ‘nbn[®] trained premium’.

Terms means this nbn[®] Brand Approved Use Terms.

You or Your means either:

- a. the Developer; or
- b. the nbn[®] trained or nbn[®] trained premium consultant under the nbn[®] trained Consultant Program in their personal capacity,

as the context requires.

NBN[®] BRAND GUIDELINES

To protect the nbn[®] Brand and avoid confusion in trade channels and among consumers and other end-users, when you use an nbn[®] Brand, including for any co-branded material, we require you to incorporate in your Marketing Materials a Brand Notice as set out on page 4 stating that you use our nbn[®] Brands under licence.

Correct trade mark use of “nbn[®]”

To protect the distinctiveness of the nbn[®] Brands, it is important to use them correctly. This is particularly important for the nbn[®] word trade mark. We require you to follow the rules below as closely as possible when using the “nbn[®]” registered trade mark.

Format:

- Subject to the dot points below, the “nbn[®]” mark must be lower case, bold, and followed by a superscript [®] symbol in all executions. The superscript [®] is not lower case and it is not bold.
- In customer led executions (that is, where the customer is the dominant or primary brand and is producing the content) the customer brand guidelines take priority only with regards to upper or lower case use of the “nbn[®]” / “nbn[®]” mark.
- A superscript [®] symbol – nbn[®] must be used in at least the first mentioned instance (headline or other) of each ‘unique place’ that nbn[®] is referred to. By way of example, a ‘unique place’ would be a single frame (of a TVC), each page of a print execution (DM or press), an EDM, a unique page of any website or microsite, a single side of an envelope or any other printed collateral. nbn[®] should be used throughout the body copy accompanying each such ‘unique place’ provided it is reasonably feasible in the circumstances.
- Where a header or sub-head is already bold there is no requirement to further increase the weight of the “nbn[®]” mark.

Avoid using “nbn[®]” as a description – i.e. to describe nbn’s network:

- Don’t refer to “the nbn[®]” to describe nbn’s network
- If necessary to attribute responsibility for the nbn[®] network, use “nbn’s network” or “nbn co ltd.’s network”
- Do use “nbn[®]” as an adjective (i.e. immediately followed by a noun such as “an nbn[®] broadband service” wherever possible)
- In headlines in customer led executions, the use of “nbn[®]” without a subsequent noun is permitted where use of the noun would negatively impact the headline’s efficacy.

Referring to the network:

- Don’t refer to “National Broadband Network”
- If you must use the term “national broadband network”, it is to be in lower case and try to avoid placing it near the “nbn[®]” trade mark
- Do use strap lines other than “national broadband network” to clarify what nbn does – e.g. “Bringing broadband to life”.

Referring to service personnel and equipment:

- Don’t refer to “nbn installer”
- Do refer to “nbn[®] approved installer”, or “nbn[®] installer”
- Don’t refer to “nbn equipment”
- Do refer to “nbn[®] supplied equipment”, “nbn[®] approved equipment”, or “nbn[®] equipment”.

Referring to the company:

- Don’t refer to “nbn” or “NBN”
- Do refer to “nbn[®]”, or if necessary to attribute responsibility for the nbn[®] network roll-out, “nbn co limited”, “nbn co ltd.”

NBN[®] COMMUNICATIONS

Colour palette

The colours developed for the nbn[®] colour palette ensure all marketing materials maintain a wide creative scope while presenting a consistent visual branding.

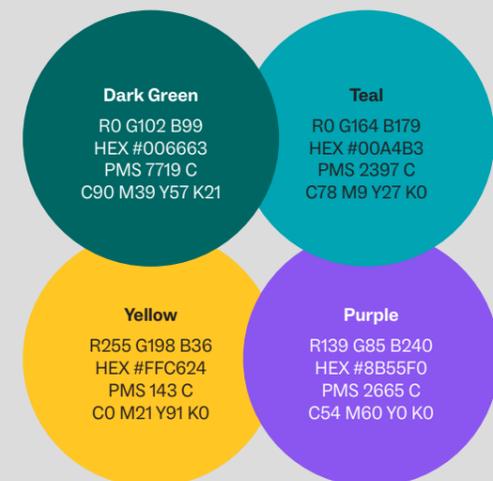
Contrast and legibility

When using any of the colours please be mindful of the overall contrast and legibility of any overlaid type or design elements.

Primary Colours



Secondary Colours



Alert Colour



Background Colour



NBN[®] TRAINED AND NBN[®] TRAINED PREMIUM LOGO

The nbn[®] trained logos serves as a mark of recognition for consultants who have met nbn's training and quality standards, highlighting their expertise and commitment to quality in nbn-enabled developments.

Colour versions should always be used unless production restrictions prevent this.

nbn[®] trained logo

Primary Logo – Blue



Reversed Logo



Black Logo



nbn[®] trained premium logo

Blue



Reverse



Black

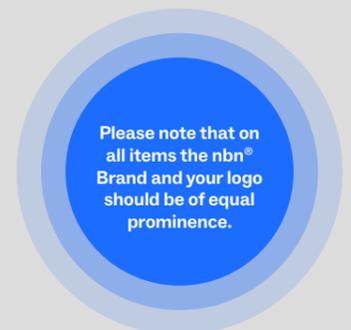


Clear space and minimum size

For clear and effective communication the lozenge version requires a clear space around the lozenge. This should be equal to the height of the 'b' in the nbn[®] trained or nbn[®] trained premium logo – see examples.



25mm in print
70px in digital



Please note that on all items the nbn[®] Brand and your logo should be of equal prominence.

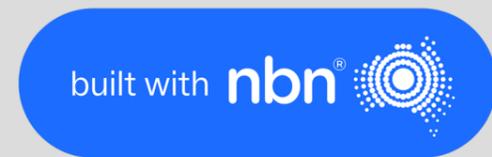
BUILT WITH NBN® LOGO

The 'built with nbn®' logo not only identifies developments that are enabled with nbn and distinguishes them from other projects, but also serves as a mark of quality and assurance. It signals to residents, businesses, and stakeholders that the development meets national connectivity standards, supports future-ready infrastructure, and provides access to reliable, high-speed broadband services.

Always maintain colour contrast between the logo and background by selecting the appropriate colour badge. The vertical logo lock-up should only be used for small scale formats where spacing restricts the use of the horizontal logo.

Primary Logo

Primary version for use on white backgrounds



Reversed Logo

For use over colour backgrounds



Mono Logo

For when colour is not an option



Primary Stacked Logo



Reversed Logo



Mono Logo



Clear space and minimum size

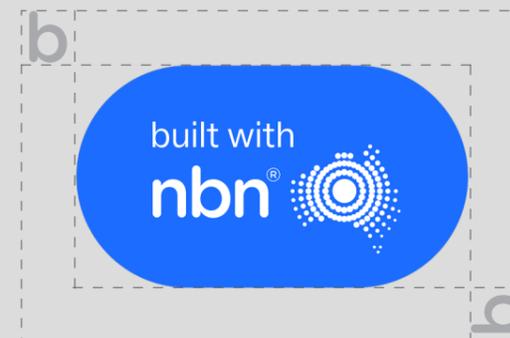
For clear and effective communication the lozenge version requires a clear space around the lozenge. This should be equal to the height of the 'b' in the nbn® trained logo – see examples.

Primary Logo



30mm in print
84px in digital

Primary Stacked Logo



20mm in print
54px in digital

