

business nbn™ ICT Channel Program Terms and Conditions – Individual

The parties agree to the following terms:

1. Application of these Terms and Conditions

- 1.1. These business nbn™ ICT Channel Program terms and conditions are an agreement between nbn co limited ABN 86 136 533 741 (**nbn; we**) and you (**you**) and govern your participation in the business nbn™ ICT Channel Program, including participation in the Fundamentals training and assessment (**Program**).
- 1.2. This agreement commences on the date you clicked the 'I accept' button and will continue for a period of 24 months (**Initial Term**), unless terminated earlier or renewed in accordance with these terms and conditions (**Term**).
- 1.3. After the Initial Term nbn may offer that these terms and conditions be renewed for a further period of 2 years. nbn may require as a condition of any renewal offer that you complete training and pass an assessment in order to be eligible for a renewal.

2. The Program

- 2.1. In order to be eligible to participate in the Program, you must:
 - (a) complete your registration details;
 - (b) complete the Fundamentals training;
 - (c) receive a passing grade on the Fundamentals training assessment; and
 - (d) have received a confirmation from nbn that you have been accepted to participate in the Program.
- 2.2. Once nbn has confirmed that you are eligible to participate in the Program, nbn will on the terms of this agreement:
 - (a) make available to you certain training materials via the ICT Channel Portal (**ICT Portal**) which may only be used in accordance with this agreement; and (b) provide you with Benefits. Certain Benefits may only be available to you if your employer has agreed to the Program's employer terms and conditions.
- 2.3. nbn may at any time:
 - (a) terminate the Program by providing reasonable prior notice to you;
 - (b) add or remove materials from the ICT Channel Portal if it reasonably considers that is necessary, including in order to ensure the ongoing effectiveness of the Program;
 - (c) add or withdraw Benefits or other elements of the Program by providing reasonable notice to you;
 - (d) withdraw your access to the ICT Channel Portal in the circumstances described in clauses 4.3 and 11.3, or if it reasonably considers that you have not complied with this agreement; or
 - (e) determine, acting reasonably and having regard to your obligations under this agreement, that you may no longer participate in the Program by providing notice to you.
- 2.4. nbn may, at any time, if it reasonably considers that is necessary (including in order to ensure the ongoing effectiveness of the Program), require you to meet additional requirements in order to remain a participant in the Program or to access certain Benefits including, but not limited to:
 - (a) compliance with regular changes to passwords used to access the ICT Channel Portal; and
 - (b) completion of additional training or assessment.You will be provided with reasonable prior notice of any such additional requirements.
- 2.5. You must, as soon as is reasonably practicable, notify nbn if:
 - (a) you are changing employers; or
 - (b) any of the information provided by you to nbn (including during the application process) changes, including contact information.

3. Adviser Identification Code

- 3.1. **nbn** may provide you with a unique identifier (**Adviser Identification Code**).
- 3.2. You may be required to provide your Accredited Individual Code to **nbn** or a third party in order to receive certain Benefits under the Program.
- 3.3. You must ensure that your Adviser Identification Code is kept in a safe and secure manner and only used by you in connection with the Program.
- 3.4. You must notify **nbn** immediately if you become aware that there is or has been an unauthorised use of your Adviser Identification Code.

4. ICT Channel Portal

- 4.1. You may access the ICT Channel Portal, subject to these terms and conditions and **nbn**'s website [Terms and Conditions of Use](#) and [Privacy Policy, and any other terms and conditions of the host platform](#).
- 4.2. You must ensure that only you use your username and password to access to the ICT Channel Portal.
- 4.3. Without limiting **nbn**'s other rights and remedies, **nbn** reserves the right to restrict or prohibit access to, and use of, the ICT Channel Portal on a temporary or permanent basis, without notice or liability to you, including if:
 - (a) you become ineligible to be part of the Program;
 - (b) **nbn** becomes aware of any unauthorised use of your Adviser Identification Code;
 - (c) you engage or allow another person to engage in any act that damages or may potentially damage the ICT Channel Portal;
 - (d) you use or allow another person to use the ICT Channel Portal in an unauthorised manner; or
 - (e) you use or allow another person to use the ICT Channel Portal in such a way that causes or may cause material performance issues in relation to the ICT Channel Portal.

5. Terms and Disclaimer

- 5.1. During the Term of this Agreement and provided that you have complied with clause 5.2, you may represent yourself as an "business **nbn**TM adviser".
- 5.2. You must include the following disclaimer upfront and clearly when representing yourself as an "business **nbn**TM adviser", including when providing proposals or other advice to your clients:

*"I have undertaken a short course on the **nbn**TM broadband access network. **nbn** does not sponsor, endorse or guarantee any advice given or representations made by me (including any recommendations to purchase goods and services or purchase telecommunication services over the **nbn**TM access network from a particular phone or internet service provider) and does not guarantee the accuracy of that advice or representation."*

6. Benefits

- 6.1. As part of the ICT Channel Program, **nbn** will make available certain Benefits to you. The Benefits available to you under the Program may vary from time to time in accordance with the provisions of this agreement. You can access an up-to-date description of the Benefits available to you on the ICT Channel Portal.
- 6.2. **nbn** may require that you agree to additional terms and conditions prior to receiving certain Benefits. If this occurs, **nbn** will notify you of the additional terms and conditions.
- 6.3. You acknowledge that **nbn** may also make Benefits available to other participants in the Program and that these Benefits may differ from the Benefits **nbn** makes available to you as part of the Program.
- 6.4. **nbn** may, acting reasonably and having regard to your obligations under this agreement, cease to provide certain or all Benefits to you at any time by providing you with notice (such notice may be given via the ICT Channel Portal).

7. Use of information by nbn

- 7.1. You consent (for the purposes of the Privacy Act 1988 (Cth) and any other applicable legislation) to **nbn** collecting, using and disclosing your personal information in accordance with this clause 7 and **nbn's** Privacy Policy.
- 7.2. Without limiting clauses 7.1 and 7.3, you consent to **nbn** collecting, using and disclosing your personal information as follows:
 - (a) for the purposes of administering the Program;
 - (b) to provide you with promotional, informational or marketing materials concerning **nbn** or the Program;
 - (c) for the purposes of providing invitations to industry events, reporting on attendance and seeking feedback;
 - (d) to contact your employer for the purposes of the Program;
 - (e) to facilitate introductions between you and other members of the Program, ICT vendors or distributors and phone and internet providers;
 - (f) for purposes reasonably related to any of those purposes.
- 7.3. Without limiting clauses 7.1 and 7.2, **nbn** will collect, use and disclose your personal information to facilitate and manage access to the ICT Channel Portal. Without the information, **nbn** may not be able to give you access to the ICT Channel Portal. **nbn** may disclose such personal information to its related entities and to service providers who assist it to provide ICT Channel Portal, including Salesforce.
- 7.4. You confirm that you have the consent of your employer to provide us with their personal information and for us to use that information for the purposes of the Program, including to contact them to discuss you or the potential participation of your employer in the Program.

8. Security 8.1.

You:

- (a) must ensure that any logins and passwords to access the ICT Channel Portal and the details of your account are kept in a safe and secure manner;
 - (b) must notify **nbn** immediately if you are or become aware that there is or has been an unauthorised use of any of your login and password or account, or any other security breach relating to your account on the ICT Channel Portal; and
 - (c) are responsible and liable for the acts or defaults of any person that uses any of your login and password to gain access to the ICT Channel Portal as if they were acts or defaults of you.
- 8.2. You acknowledge that **nbn** may monitor your access and use of the ICT Channel Portal.
- 8.3. You must not change your username or contact email address without giving **nbn** notice. You may change your other details, including password, through the ICT Channel Portal. Those details are intended to ensure that only you can access the ICT Channel Portal using your credentials. You must select a password in accordance with good practice to fulfil that purpose and the password rules provided in the ICT Channel Portal. If you do not do so, You agree to:
 - (a) be responsible for all actions carried out by another person accessing the ICT Channel Portal using your credentials; and
 - (b) pay **nbn** on demand the amount of any losses, costs, damages, expenses and other liabilities suffered or incurred by **nbn**, its related bodies corporate or their respective officers, directors or employees arising out of in connection with the actions referred to in clause 8.3(a).

9. Materials

During the Term, we grant you a limited royalty-free, non-transferable, non-exclusive, non-sublicensable licence to use and reproduce training, marketing and other materials made available to you over the ICT Channel Portal (**Materials**), solely for internal reference purposes to assist you in advising your clients on the **nbn**[™] broadband access network and, unless otherwise permitted by us, you must not use the Material for any other purpose or disclose, reproduce or make Material available to a third party or member of the public, including your clients.

10. Intellectual property

- 10.1. You have no right to or title in any **nbn**[™] Brand (or the Material) except as set out in these terms and conditions.
- 10.2. You acknowledge and agree that, as between you and **nbn**, **nbn** owns all right, title and interest in all Intellectual Property in the Material. If either party becomes aware of a claim that the Materials or any part of the Materials or their use in accordance with this agreement infringes the Intellectual Property of any third party, it must promptly notify **nbn** in writing together with details of the claim. 10.3. **nbn** grants you a non-exclusive, royalty free licence to use any Intellectual Property in the Materials during the Term for any purpose related to the Program, including to advise on products or services for end users.

11. Additional obligations

- 11.1. You must not:
- (a) represent, whether expressly or by implication, that you are affiliated with **nbn** or are providing advice on behalf of **nbn**;
 - (b) behave or engage in any conduct or activity that:
 - (i) will harm, or is likely to harm, **nbn** or **nbn**'s name, reputation, products or services;
 - (ii) is misleading or deceptive, or likely to mislead or deceive;
 - (iii) is offensive, corrupt, disreputable or illegal; or
 - (iv) may bring **nbn** into disrepute, contempt, scandal or ridicule; or
 - (c) make any claims in relation to **nbn**, the **nbn**[™] broadband access network or the services over the **nbn**[™] broadband access network that are inconsistent with any training provided to you, or any materials provided to you, including the Materials.
- 11.2. You must comply with these terms and conditions and all applicable laws.
- 11.3. If **nbn** becomes aware of or suspects that your conduct with respect to the ICT Channel Portal, Logos or Materials is in breach of these terms and conditions or laws, **nbn** may take any reasonable remedial action to prevent such breaches, including suspending your access to the ICT Channel Portal or use of the Materials.
- 11.4. You agree that **nbn** may conduct reasonable due diligence, including reasonable audits and inspections of the use by you of the ICT Channel Portal and any materials containing the Logos, to confirm that your access to and use of the ICT Channel Portal and your use of the Materials will not be or is not inconsistent with this agreement.
- 11.5. For the avoidance of doubt, **nbn** does not facilitate or endorse any incentive program or offer that may be offered by a phone or internet provider to you.

12. Indemnity and liability

- 12.1. You indemnify **nbn** against any Loss which it suffers, incurs or is liable for arising out of or in connection with a breach by you of these terms and conditions. **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.

13. **nbn**'s liability

- 13.1. You acknowledge that **nbn** is not responsible for any computer or other malfunction that may occur in relation to the sending or receiving of any communication or Material through the ICT Channel Portal, and is not responsible for any failure on your part to read and respond to such communication sent to you by **nbn**.
- 13.2. **nbn** does not guarantee that you will be able to enjoy uninterrupted access to the ICT Channel Portal.
- 13.3. Any goods or services supplied by **nbn** to you under this agreement come with consumer guarantees ("Consumer Guarantees") that cannot be excluded under the Australian Consumer Law.

- 13.4. Except as required of **nbn** under the Consumer Guarantees, **nbn** provides no other warranty, guarantee or assurance, express or implied, to you in relation to those goods or services, and you acknowledge that it is reasonable for **nbn** to do so.
- 13.5. **nbn's** liability for failure to comply with a Consumer Guarantee in respect of the goods or services is limited to:
- (a) in respect of goods supplied to you, to the replacement of the relevant goods or repair of the relevant goods; or
 - (b) in respect of services supplied to you, the supply of the relevant services again.
- 13.6. To the full extent permitted by law, **nbn** has and is under no liability (whether in negligence or otherwise) to you for any losses, costs, damages, expenses or any other liabilities suffered or incurred by you in connection with:
- (a) a breach of any condition, warranty or term of this agreement that is not a breach of a Consumer Guarantee; or
 - (b) the services offered via the ICT Channel Portal (including the Benefits);
 - (c) the unavailability of the ICT Channel Portal; (d) any changes made to the Program or Benefits; or
 - (e) the use or reproduction of the Materials by you.

14. Confidentiality

- 14.1. You must keep confidential, and not disclose, any Confidential Information of **nbn** except:
- (a) as permitted under this agreement;
 - (b) where you have obtained **nbn's** prior written permission;
 - (c) to your employer, but only to the extent that such persons have a need to know the Confidential Information for the purposes of these terms and conditions;
 - (d) to your auditors; or
 - (e) where you are compelled to do so by law, provided that you give **nbn** written notice prior to disclosure.
- 14.2. Before disclosure of Confidential Information, you must:
- (a) in the case of disclosure to your employer, direct your employer to keep confidential all Confidential Information of the disclosing party; or
 - (b) in the case of other persons to whom Confidential Information may be disclosed in accordance with this clause 14.1, procure that such persons agree in writing to comply with substantially the same obligations in respect of the Confidential Information as those imposed on you under these terms and conditions.
- 14.3. You must only use **nbn's** Confidential Information for the purpose for which it was disclosed in connection with these terms and conditions.
- 14.4. If any communication or document the subject of legal professional privilege is disclosed by **nbn** to you: (a) such disclosure is not intended to constitute a waiver of that privilege; and (b) you must not disclose the communication or document, or its contents, to any other person who is not an employee of **nbn** except:
- (i) as required by law; or
 - (ii) with the prior written consent of **nbn**.
- 14.5. The obligations of this clause 14 survive termination or expiry of these terms and conditions.

15. Termination

- 15.1. You or **nbn** may terminate these terms and conditions by written notice to the other party, with immediate effect.
- 15.2. At the end of the Term you must immediately cease all use of Materials and Confidential Information and destroy, permanently delete or return, at our election and your expense, all Confidential Information.

16. Disputes **nbn** may contact your employer if **nbn** has a reasonable suspicion that you have breached or are likely to breach the terms of this agreement whether in the course of your employment or otherwise.

17. Assignment

- 17.1. Undertaking the Program and your access to and use of the ICT Channel Portal pursuant to this agreement, and the logins and passwords provided to you, are all for use only by you. You may not assign or otherwise transfer any of your rights, obligations or licenses under this agreement without the prior written consent of **nbn**, which may be withheld in **nbn**'s absolute discretion.
- 17.2. **nbn** may assign or transfer any of its rights or obligations under this agreement at any time by providing notice to you.

18. Notices

- 18.1. **nbn** will provide notices under this agreement to you using the contact details provided by you during the application process.
- 18.2. You will provide notices to **nbn** by:
 - (a) In the case of updates to your information required by clause 2.5, by updating your information in the ICT Channel Portal; or
 - (b) For all other notices, sending an email to the following email address or such other email address as is notified to you by **nbn** from time to time: ICTMarketing@nbnco.com.au
- 18.3. A notice that complies with this clause 16 is regarded as given and received:
 - (a) Where this agreement permits a notice be given via the ICT Channel Portal, the date and time the ICT Channel Portal records a validly submitted edit; or
 - (b) if it is transmitted via email, at the time the sender receives a confirmation notice from the recipient's server that the message has been delivered, except that if such time is on or after 5.00pm on a Business Day or not on a Business Day, then it will be given and received on the next Business Day

19. Governing law

This document will be governed by and construed in accordance with the laws in force in New South Wales, and you unconditionally submit to the jurisdiction of the courts of New South Wales.

20. Consideration

In consideration for the services provided under this agreement, you agree to pay \$1 to **nbn** upon **nbn**'s request.

21. Dictionary

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) A singular word includes the plural, and vice versa.
- (c) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (d) A reference to information is to information of any kind in any form or medium, whether formal or informal, written or unwritten.

Term	Meaning
Advisor Identification Code	means a unique identifying code provided by nbn to you for the purposes of the Program.

Benefits	means those benefits that nbn makes available to you as part of the Program from time to time.
Business Day	means a day other than a Saturday, a Sunday or a public holiday in New South Wales.
Confidential Information	means in relation to nbn , information of a confidential nature including information about its business, operations, strategy, administration, technology, affairs, clients, customers, employees, contractors or suppliers, but does not include any information which is in the public domain other than through a breach of confidence.

Fundamentals	means the nbn fundamentals training module made available on the ICT Channel Portal to individual participants in the Program.
ICT Channel Portal	has the meaning given in clause 2.2 of this agreement.
Initial Term	has the meaning given in clause 1.2 of this agreement.
Intellectual Property	means all intellectual property rights in Australia and throughout the world, including: <ul style="list-style-type: none"> (a) patents, copyright, rights in circuit layouts, registered designs, trade or service marks, trade, business or company names, logos and indication of source or appellation of origin; (b) any application or right to apply for registration of, or assert or waive, any of the rights referred to in paragraph (a); and trade secrets, ideas, concepts, materials, know-how and techniques.
Loss	has the meaning given in clause 12.1 of this agreement.
Materials	has the meaning given in clause 0 of this agreement.
nbn™ Brand	means nbn™ , nbn , the Logos and any other brands specified in the business nbn™ Brand Guidelines, including any names, trademarks (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.
Program	has the meaning given in clause 1.1 of this agreement.