

E-mail Terms and Conditions

(June 2025)

These terms and conditions apply to our provision of the complementary Aussie Broadband email service ("Email Service") to you, the Customer, in connection with other services we provide to you under our General Terms for Residential and Small Business Customers ("General Terms").

By using the Email Service, you agree to be bound by these Terms. These Terms are supplemental to, and form part of, the General Terms.

1. Nature of the Service

- 1.1 The Email Service is provided by us (the "Supplier", "we", "us", or "our") at no additional charge to you ("you" or "your") and is intended to support or enhance the services we provide under the General Terms.
- 1.2 This Email Service is provided solely in connection with the services that we provide to you under the General Terms and may not be used as a standalone offering or for any other purpose. The Email Service is provided at no additional charge and is intended to support or enhance the primary services we provide under the General Terms.

2. Availability

- 2.1 We will use reasonable efforts to provide the Email Service reliably, but we do not guarantee that the service will be uninterrupted, error-free, or secure. Temporary outages may occur due to maintenance, upgrades, or factors outside our control.
- 2.2 We may modify, suspend or discontinue the Email Service (in whole or in part) at any time, with or without notice. Where practicable, we will provide advance notice of any material changes or discontinuation.

3. Use of the Service

- 3.1 You must:
 - a. use the Email Service only for lawful purposes, and only in connection with the Services provided;
 - b. comply at all times with our Acceptable Fair Use Policy, available at [abb-fair-use-policy.pdf](#); and
 - c. refrain from using the Email Service to send spam, phishing emails, malware, or any content that is unlawful, defamatory, offensive, or otherwise inappropriate.
 - d. not use the Email Service in a way that infringes the rights (including intellectual property or privacy rights) of any third party.

4. Disclaimer and Limitation of Liability

- 4.1 Nothing in these Email Terms and Conditions excludes or limits, or has the effect of excluding or limiting, the operation of the Australian Consumer Law or any rights that you have under the Australian Consumer Law.
- 4.2 Other than as provided by the Australian Consumer Law, we make no warranties or guarantees regarding the Email Service's performance, availability or fitness for any

particular purpose.

4.3 We are liable to you in respect of:

- a. liability that is non-excludable under law (including under the Australian Consumer Law); and
- b. loss or damage that results from our breach of contract, negligence, fraud, unlawful conduct, criminal conduct or wilful misconduct in connection with the Email Service, but not to the extent that it:
 - i. is caused by you;
 - ii. results from your failure to take reasonable steps to avoid or minimise your loss or damage; or
 - iii. is consequential loss (including but not limited to loss of profits).

4.4 For the purposes of clause 4.3(b)(ii) above, you agree that, where your use of the Email Service is for the purposes of a business, for important communications, and/or for the storage of important data, you will take reasonable steps to ensure that you have available to you alternative services (including, for example, alternative communications and/or data storage services) supplied by third parties and you will not rely exclusively on the Email Service.

4.5 If we are permitted to limit our liability for a failure to comply with a consumer guarantee under the Australian Consumer Law, then we limit our liability for such a failure to the supplying of the Email Service again or the payment of the cost of having the Email Service supplied again, provided that it is fair and reasonable for us to do so.

4.6 You are liable to us in respect of loss or damage that results from your breach of contract, negligence, fraud, unlawful conduct, criminal conduct or wilful misconduct in connection with your use of the Email Service, but not to the extent that it:

- a. is caused by us;
- b. results from our failure to take reasonable steps to avoid or minimise our loss or damage; or
- c. is consequential loss (including but not limited to loss of profits).

4.1 To the extent permitted by law, a party's total aggregate liability to the other for any loss or damage that does not arise from the Australian Consumer Law, a breach of contract, negligence, fraud, unlawful conduct, criminal conduct or wilful misconduct is limited to:

- a. where you use the Email Service for personal, domestic or household purposes – \$100,000; and
- b. where you use the Email Service other than for personal, domestic or household purposes (e.g., for the purposes of a business) – \$500,000.

4.2 The provisions of this clause 4 survive the cancellation of the Email Service and the termination of any agreement under which the Email Service is supplied to you.

5. Termination

5.1 Either party may cease using the Email Service at any time.

5.2 We may immediately suspend or terminate the Email Service if:

- (a) you breach these Terms;
- (b) your use poses a risk to our systems or services; or
- (c) you no longer have any Service(s) with us because your Service(s) with Us are

terminated or expire.

6. Relationship with the General Terms

- 6.1 These Terms are supplemental to, and must be read in conjunction with, the General Terms.
- 6.2 If there is any inconsistency between these Terms and the General Terms, the General Terms prevail to the extent of the inconsistency.

7. Changes to These Terms

- 7.1 We may update these Terms from time to time by giving you notice or posting an updated version on our website.
- 7.2 Continued use of the Email Service after an update constitutes your acceptance of the amended Terms.

8. Privacy

- 8.1 We operate the email server used in connection with the Services, but we do not access or manage the content of your emails.
- 8.2 Any personal information transmitted or stored using the server is your responsibility. You must ensure you have the necessary rights and consents to collect, use, and disclose that information in compliance with applicable privacy laws.
- 8.3 We will handle any personal information we incidentally access while operating the server in accordance with our Privacy Policy ([Privacy Policy | Aussie Broadband](#)) and the Privacy Act 1988 (Cth), and we will take reasonable steps to protect that information from misuse, interference, or unauthorised access.