

This document sets out the specifications of Internode's ADSL services.

Use of Internode's ADSL services ("Service") are subject to Internode's Standard Form of Agreement or Master Services Agreement (as applicable). The terms and conditions in this Service Specification are additional to Internode's Standard Form of Agreement or Master Services Agreement (as applicable).

1. The Service offers end to end connectivity from customer ADSL hardware via a copper pair to Internode; and through Internode to either the global Internet or Internode Business Connect.
2. The service setup and monthly running costs charged are for the provision of the ADSL service only. Appropriate customer-end ADSL equipment is purchased, maintained and operated by the customer, and remains the property of the customer beyond the termination of any service agreement with Internode.
3. The customer may only connect ADSL equipment to the copper line used for the Service under the following conditions:
 - 3.1 The equipment to be connected is approved for connection to Australian telecommunications networks.
 - 3.2 All telephony equipment (including but not limited to telephones, fax devices, modems, alarm systems, and subscription television phone line connections) on the customer line at the same time as the ADSL device, will be isolated from the ADSL service (and vice-versa) by the installation of an ADSL line filter or central splitter.
4. ADSL Standard, ADSL Plus and Extreme ADSL2+ are available as an overlay on an existing, operational, telephone service using the Telstra copper local loop. These Services will be terminated immediately if the telephone service on the same physical line is terminated for any reason. Naked ADSL2+ Services are not delivered as an overlay on a telephone service, and hence are not similarly affected.
5. Any transmission speeds referred to by Internode for the Service refer to the maximum theoretical throughput speed achievable with the Service under ideal conditions. The customer acknowledges that the actual achieved speeds may be substantially lower than the theoretical speeds for a variety of reasons. These reasons include, but are not limited to:
 - 5.1 The signal attenuation that results from the specific length and specific gauge of copper wire from the customer's premises to the exchange. Note that the line length and resulting signal attenuation may substantially exceed the shortest 'road' distance to the exchange.
 - 5.2 The number and type of other digital services being used by other customers over copper pairs within the same cable sheath.
 - 5.3 The quality of the copper wire pair between the exchange and the customer's premises, including but not limited to the presence of high attenuation joints, loss or lack of insulation, water ingress, corrosion, and the presence of bridge taps. Bridge taps refer to the presence of additional spurs of copper lines that may be attached at one or more jointing points along the cable run.
 - 5.4 Electrical interference from outside sources (such as electric motors).
 - 5.5 The configuration of the copper wiring within the customer's premises (it is recommended that the customer uses a central splitter for optimal performance).
 - 5.6 The TCP/IP protocol stack and application software configuration on the customer's computer (including but not limited to TCP Window Size configuration).
 - 5.7 The customer's ADSL hardware, including its tolerance of ADSL interference, and the capacity of its CPU to keep up with the peak data flow rates offered by the ADSL service.
 - 5.8 The capacity of, load on, and available throughput rate of the remote host the customer is accessing.
 - 5.9 The presence of service faults or network link congestion at any point in the end-to-end path between a remote host and the customer's system.

6. No service-level commitment is available with Home ADSL and SOHO ADSL Services, and while Internode will use its best endeavors to provide a timely response, no guarantee is offered in respect of the time to provision Services, detect faults, or to repair or restore Services which develop a fault. Business ADSL and IBC ADSL Services offer a Service Level Agreement, and this is documented in the relevant Service Schedules associated with these products.
7. The Service may be unavailable on some Telstra lines due to the presence of 'technology blockers' such as transformers, amplifiers or 'pair gain' systems. Services may be unavailable on such lines.
8. The Service may be withdrawn due to Telstra 'network modernisation' which leads to the removal of a continuous copper path between the exchange ADSL access equipment and the customer premises, at the discretion of Telstra.
9. Certain additional Telstra services active on the telephone line may preclude the installation or operation of ADSL Standard, ADSL Plus or Extreme ADSL2+ until or unless those services are removed from the line.
10. The customer acknowledges that the availability or performance of the Service and components of the Service may vary, and an individual Service may not be provided, depending on the available capacity of, the geographic location and technical capability of, or other technical matters affecting, the relevant Telstra networks at the time at which a request for Service is made or the time at which a Service is delivered. For example, there may be limitations on the number of Services which can be supported in respect of a particular geographic area or exchange zone.
11. Any general statements, maps or other indicators of service availability are a guide only and must not be relied upon as a commitment to provide a Service to a particular physical location.
12. The customer will direct all service and performance queries related to the Service to Internode, and not to Telstra or any other wholesale provider. Calls regarding the Service made to Telstra or any other wholesale provider may incur a penalty charge to Internode, which Internode shall pass on to the customer and which customer agrees to pay in this circumstance.
13. If the Service is an ADSL Standard, ADSL Plus or Extreme ADSL2+ service Internode can only supply it over what Telstra define as a "Qualified Pair", where a retail telephone service provider supplies operational standard telephone services over the same Qualified Pair, and accordingly:
 - 13.1 The customer warrants to Internode that the end user to whom the retail telephone service provider supplies a standard telephone service using that Qualified Pair ("End User") has given their permission for the Service to be provisioned on the line by Internode;
 - 13.2 Internode will only continue to provide the Service to the customer for so long as the End User continues to acquire a standard telephone service from a retail telephone service provider using that Qualified Pair.
14. The Service will be delivered to customers using Internode's choice of telecommunications infrastructure. Furthermore, Internode may decide to migrate an existing Service from one infrastructure to another. In particular, ADSL Standard and ADSL Plus services may be delivered via either Telstra Wholesale DSLAM ports or Internode DSLAM ports using Spectrum Sharing Services, at Internode's sole discretion. If you do not wish to be migrated to alternative DSLAM infrastructure via bulk migrations at the discretion of Internode please contact Internode and ask for your Service to be marked as 'not to be migrated'.
15. If the service is an ADSL Standard, ADSL Plus or Extreme ADSL2+ service then, further to clause 4, the customer also acknowledges that if they change their retail telephone service provider to a provider that does not use the Telstra copper local loop, this may cause the cancellation of the Internode Service. The customer may then be liable for cancellation and restoration charges where the customer requests that their Service be re-connected, and such re-connection may not be possible.
16. The Service is provided 'as-is', and the customer accepts and agrees that it will have no claim for liability or damages, related to the failure to deliver a Service, or the removal or failure of that Service once installed.
17. A Service which has permanently ceased to work (or ceased to be able to be offered) will result in the cessation of all forward service charges to the customer.
18. The customer acknowledges that the installation of a Service may cause temporary disruption in the standard telephone services received by the customer.

19. The customer releases and indemnifies Internode from all liability (including third party claims) arising from the following (to the extent that the liability is caused by the provision or cancellation of a Service):
 - 19.1 Disruption in the delivery of telephone services;
 - 19.2 Cancellation of the Service for any reason;
 - 19.3 Suspension of the provision of the Service to particular Internet Protocol (IP) addresses;
 - 19.4 Cancellation of, or refusal by Telstra to provide, services deemed by Telstra to be incompatible with the provision of ADSL on the telephone line;
 - 19.5 Possible breaches of the Telecommunications (Customer Service Guarantee) Standard in respect to these issues.
20. Customer agrees that it will:
 - 20.1 Not interfere with the normal operation of the Service or any facility, or make either unsafe
 - 20.2 Allow Internode or any other relevant third-parties (as applicable) safe access to the customer premises as required:
 - 20.2.1 in order to inspect or test a facility which may be causing interference or danger, and
 - 20.2.2 in connection with the provision, maintenance and repair of the Service or any related facility.
 - 20.3 Ensure that Internode or any other relevant third parties (as applicable) is provided with sufficient and timely access to the customer premises to enable Internode or any other relevant third parties (as applicable) to provide the Service.
 - 20.4 Permit Internode or any other relevant third parties (as applicable) to modify any facility or equipment to avoid danger if requested by Internode or any other relevant third parties (as applicable).
21. If the customer does not own control or have access to the premises in which the Service is delivered, the customer must:
 - 21.1 Procure for Internode or any other relevant third-parties (as applicable) all such access to the premises as may be required by Internode or any other relevant third-parties (as applicable)
 - 21.2 Indemnify Internode or any other relevant third-parties (as applicable) against a claim by the owner or occupier of the service premises, or any other person, in relation to Internode or any other relevant third-parties (as applicable) entry onto those premises