

**Our Customer Relationship Agreement  
FIBRE PHONE ON THE NBN SERVICE DESCRIPTION  
(Not available since 22/04/2020)**

**Internode Pty Ltd** ABN 82 052 008 581

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**18 February 2019**

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Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of our CRA or in the body of this Service Description.

**1. ABOUT THE FIBRE PHONE ON THE NBN SERVICE DESCRIPTION**

- 1.1 The terms and conditions contained in this Service Description are additional to, and should be read in conjunction with, our CRA.
- 1.2 Use of the Internode Fibre Phone on the NBN Service is subject to this Service Description and the General Terms of our CRA, including the other documents listed in clause 1.2 of the General Terms.

**2. DEFINITIONS**

**NBN** means the National Broadband Network.

**NBNCo** means NBN Co Limited, ABN 86 136 533 741.

**Network Boundary Point** means the UNI-V telephone port on the Network Termination Device at the Premises.

**Premises** means the location where you intend to use the Service. We can only deliver the Service to Premises that have been preinstalled with the required hardware by NBNCo. We will deliver your Service to the Network Boundary Point.

**Service** means the Internode Fibre Phone on the NBN service, a telephone service delivered via fibre to the premises over the NBN.

**3. GENERAL**

The Service provides a telephone service delivered to the Premises over the NBN fibre. The Service is only available where NBN fibre is available and the Premises has been preinstalled with the required Network Termination Device. The Service is not available in NBN wireless or NBN satellite areas.

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### **3.1 Establishment**

Setup charges may apply when establishing a new Service (full details are available on the Website). Setup includes provisioning of the Service to the Network Boundary Point at the Premises.

It does not include the 'lead in cable' to your Premises or the Network Termination Device. These must be installed by NBNSo.

Cabling from the Network Boundary Point to the location where you intend to use the Service is your responsibility and you may incur charges for any installation, repair or any other work required in relation to any such cabling.

### **3.2 Equipment Requirements**

To access the Service, you need to provide an analogue telephone handset or DECT cordless phone system that is compliant with Australian standards.

### **3.3 Cancelling an Order**

You may cancel an order for a Service up to a week before the scheduled cutover date, and a \$50 cancellation charge will apply.

After this point we may incur considerable third party costs and commitments. In this circumstance, we will charge you a cancellation charge of either \$50 or our actual third party costs, whichever is greater.

### **3.4 Customer Service Guarantee ("CSG") Waiver**

Due to the nature of the NBN network rollout, it is not possible for us to guarantee that services will be connected within the timeframes required by the CSG. Therefore, we require that you waive in part your CSG protections and rights in relation to the Service during the sign up process. When you agree to the partial waiver, you agree to not be entitled to any CSG rights in relation to guaranteed maximum connection periods for new services. You will not be entitled to compensation for failure to meet the CSG performance standards for connection times. You will still be entitled to all other rights under the CSG. If you do not agree to the proposed waiver, we may refuse to provide the Service. We may cancel an existing service if you do not agree to the proposed waiver and we have connected your Service by mistake. Information about the CSG may be found on the Australian Communications and Media Authority website ([www.acma.gov.au](http://www.acma.gov.au)).

## **4. THE SERVICE**

### **4.1 Telephone Number**

You may either:

- (a) choose to be assigned a new telephone number within your geographically defined local call zone; or
- (b) port your existing landline telephone number, where available.

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### **4.2 Charges**

Information regarding call rates, accounts and billing is set out on our Website.

There is a time delay between you making a call and us processing that call and adding it to your call record. In most cases calls should be added to your call record within an hour of you making the call. However, in some rare circumstances this may take up to 2 weeks. This means that you may not always have all the calls you made in an invoice period appear on that invoice.

### **4.3 Calling Number Display**

If you choose to present your telephone number to the receiving party of a telephone call, then be aware that:

- (a) the receiving party will know your telephone number;
- (b) you may present or withhold your CLI on a per call basis (the default state of CLI presentation is 'Off' although you may change this setting via the "Toolbox" located on our Website);
- (c) you can change your default calling number display at any time using the instructions available on our Website; and
- (d) regardless of your calling number display status, emergency services will always see your telephone number.

### **4.4 Directory Listings**

Please note that if you select a new number no directory listings are automatically provided, although you can arrange this separately with the telephone directory provider(s). If you have 'ported' your existing number you may have your number listed.

### **4.5 Fault Reporting**

To allow us to be sure of the location of a fault with your Service, we may, before acceptance of a report of any fault with your Service, require you to undertake some basic preliminary testing of your Service as determined and directed by us. We may treat your fault report as a preliminary enquiry until you have undertaken such testing as directed by us.

### **4.6 Functionality**

- (a) You may use your Service to make calls to Australian landline telephones (including local calls and long distance calls), calls to any Australian mobile phone and calls to any international destination as described on our Website.
- (b) You may use your Service to receive calls from the public switched telephone network.
- (c) Additional features of the Service are detailed on our Website, described with instructions for use in the Internode NodePhone telephone service "Toolbox" (an

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easy-to-use, online configuration tool) located on our Website. For example, such features include voicemail, the ability to divert calls, and the ability to bar certain types of outbound calls such as mobile or international calls from your Service.

### 4.7 Limitations

- (a) You acknowledge that while we make all reasonable efforts to ensure continuity of the Service, we make no guarantee that the Service will be either uninterrupted or error-free. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not be able to use the Service at all times.
- (b) You acknowledge and agree to the limitations of the Service, which are the same as the limitations of the Internode NodePhone telephone service. In summary these limitations are that:
  - (A) operator assisted services are not guaranteed;
  - (B) calls to any number prefix not explicitly supported and documented on our Website for the Internode NodePhone service are not available;
  - (C) We do not offer priority assistance, nor support for medi-alert services and monitored alarm systems. Priority assistance is offered by Telstra for people who may be reliant on a telephone service because of a serious medical condition. If you have a medi-alert or priority assistance service or believe that you are eligible, please consider this before proceeding with your order;
  - (D) calls to 190 numbers are not available;
  - (E) the address-based call routing facility used in certain 13 telephone services is not available with the Service; and
  - (F) long distance pre-selection to another carrier is not available.

### 4.8 Over The Top Services (Non-Voice Services/Devices)

Some people use their current phone service for applications other than voice phone calls - in particular, low speed data communications for third-party services such as medical, safety, fire and security alarms. You acknowledge and agree that:

- (a) equipment that functions on a copper network may not function on the NBN;
- (b) we have no responsibility for Your Equipment (including telephone handsets, medical alarms, security alarms, EFTPOS machines, fax machines, TTY machines);
- (c) it is your responsibility to establish whether Your Equipment is compatible with your NBN service and we accept no responsibility for establishing whether Your Equipment is compatible with your NBN service. If you are in any doubt you should contact the supplier of Your Equipment;

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- (d) we strongly recommend that you do not use any alarm devices, especially medical alarm devices, with an NBN service that does not have battery back-up.

### 4.9 Battery Backup

You acknowledge that:

- (a) ) you have the option of having battery backup for your service. The battery backup unit will provide power to the network termination device in the event of a mains power outage. Subject to any applicable Consumer Guarantees and clause 14 of our CRA General Terms, we accept no responsibility for any batteries installed in the battery backup unit. You are responsible for maintaining the battery and providing, installing, and maintaining any subsequent or replacement batteries;
- (b) the battery backup unit only operates for as long as the battery lasts which is dependent on a number of factors including the age of the battery and whether it is fully charged. A fully charged battery will last for between 3 and 11 hours. If the battery is not fully charged it may last for less than 3 hours;
- (c) the battery backup unit only powers the network termination device. This means that if your service relies on other equipment that requires mains power to function, you will not be able to use your service during a power outage even if you have a battery backup unit;
- (d) the your service will not work at all in a power outage if you do not have a battery backup unit. If you have a battery backup unit and there is a power outage, you will only be able to use your service to make and receive calls (including calls to emergency service numbers like 000) if you use a telephone handset that is either:
  - (A) a standard corded telephone handset that is not dependent on mains power and is connected to a voice port (i.e. a UNI-V port) on the network termination device; or
  - (B) a cordless handset that has its own back up power supply that is in working order;
- (e) when considering whether you need a battery backup unit, you should consider the needs of all users of the service. If you or anyone else in your premises intends to use a medical or security alarm with your service, we recommend that you have battery backup. Please be aware that it is your responsibility to ensure that any medical or security alarm equipment that you use will operate during a power outage and that your medical and security alarm equipment is compatible with your NBN service. If you are in any doubt you should contact the supplier of the alarm equipment.