

Our Customer Relationship Agreement

NAKED ADSL SERVICE DESCRIPTION

Internode Pty Ltd ABN 82 052 008 581

Phone: 13 66 33

1/502 Hay Street, Subiaco WA 6008

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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 NAKED ADSL SERVICE DESCRIPTION

- 1.1 This Service Description applies to all Internode NakedUltra, NakedExtreme and Easy Naked services (collectively **Service** or **Naked ADSL**).
- (a) 'NakedUltra' is the updated name for services delivered via an Optus Wholesale DSLAM and sold under the name 'Naked ADSL', and was introduced on 03/06/2009. On this date all existing Naked ADSL (not including NakedExtreme ADSL) services were renamed to NakedUltra. Apart from the name, NakedUltra services are identical to services previously sold as 'Naked ADSL'.
 - (b) This name change was implemented to improve the distinction between the types of naked services available from us at the time – for example, NakedExtreme ADSL services are delivered via an Agile DSLAM.
 - (c) Presently, all new naked ADSL services are sold as 'Easy Naked', which can be delivered via either an Agile or an Optus DSLAM. Except where specifically noted, the term 'Naked ADSL' is used in this Service Schedule to describe all of these service types. This Service Description applies to all of the services named in this clause 1.1.
- 1.2 The terms and conditions contained in this Service Description are additional to, and should be read in conjunction with, our CRA.
- 1.3 Use of the Internode Naked ADSL services 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

Network Boundary Point is typically either:

- (a) the 'first socket' (inside a free standing premises such as a house – although these often have an external Network Termination Device); or

IINET GROUP CRA – INTERNODE NAKED ADSL SERVICE DESCRIPTION

- (b) the 'Network Termination Device' (a Telstra box externally mounted to single dwellings, individual living units or small business premises); or
- (c) the Main Distribution Frame (in a multiple dwelling unit such as an apartment, office block or larger business premises).

VoIP means a Voice over Internet Protocol application, more specifically a software application (and associated hardware to enable use of the software application) which allows a user to make voice telephone calls through an underlying broadband service.

3. SERVICE AVAILABILITY

3.1 The Service can only be delivered:

- (a) when your local exchange has already been equipped with an appropriate DSLAM; and
- (b) free ports are available on that DSLAM; and
- (c) a suitable continuous copper pair is available between the Premises and the local exchange.

We will check all these items as part of provisioning the Service. If at any point of provisioning we find that we cannot deliver to you the Service that you ordered, you can cancel the order without penalty.

We will deliver the Service to the Network Boundary Point of your Premises.

3.2 Establishment Options

There are several methods available for establishing a Naked ADSL service.

(a) Convert an Active Telephone Service

A Convert Service order will convert an existing telephone service into our Naked ADSL service. The telephone service must be **active** (able to make and receive ordinary telephone calls), and connected to the Telstra voice network (either via Telstra or a Telstra Wholesale service). This order type does not involve a site visit.

If you elect to have an existing telephone service converted to a Naked ADSL service, then:

IINET GROUP CRA – INTERNODE NAKED ADSL SERVICE DESCRIPTION

- (A) you may permanently lose your current phone number as part of the conversion of the phone service to Naked ADSL. The only exception is when you have arranged for your current phone number to be 'ported' to the Internode NodePhone VoIP service, which is a facility available in certain geographic areas;
- (B) when a telephone service is changed to Naked ADSL, it will no longer support any 'traditional' analog / voice services, including analog telephones and any service that requires an analog modem connection such as monitored alarms, eftpos machines, faxes, dialup modems, pay TV modems, etc;
- (C) please check carefully with your current service provider regarding contractual commitments and break / disconnection fees associated with the telephone service, and any additional services (such as ADSL) associated with the telephone service. We are not responsible for these charges; and
- (D) the holder of the pre-existing telephone account must have given their permission for the telephone service to be converted to Naked ADSL by us. By submitting your order you warrant to us that this requirement has been met.

(b) **Churn an Existing Naked ADSL Service**

Naked ADSL services (via Optus) can be established via a 'churn' process. This is only available if:

- (A) You currently have a naked ADSL service with another service provider; and
- (B) Your current naked ADSL service is delivered over an Optus DSLAM.

This process does not involve a change to your physical infrastructure – no site visit is required – your broadband connection is simply moved from your current provider to us.

Please note that your current service at the time of your Application for our Service must be naked ADSL only - not bundled with analog telephony - and delivered via an Optus DSLAM.

Please check carefully with your current provider regarding your contractual commitments and break / disconnection fees. We are not responsible for these charges.

This connection method is not applicable to Internode Easy Naked not delivered via Optus.

IINET GROUP CRA – INTERNODE NAKED ADSL SERVICE DESCRIPTION

(c) **Transfer an Existing Naked ADSL Service**

Naked ADSL services (via Agile) can be established via a 'transfer' process. This is only available if:

- (A) you currently have a naked ADSL service with another service provider; and
- (B) your current naked ADSL service is delivered over Unbundled Local Loop.

This process involves a disconnection of your current service at the local exchange, and subsequent reconnection to an Internode/Agile DSLAM in the exchange – no site visit is required

Please check carefully with your current provider regarding your contractual commitments and break / disconnection fees. We are not responsible for these charges.

This connection method is not applicable to Internode Easy Naked via Optus.

(d) **New Service Connections on Vacant Copper**

In order to complete a 'New Service' connection for Naked ADSL, you must have a spare ('vacant') copper pair into the Premises. If you are unsure, you can order a Service and we perform the detailed service qualification as part of the provisioning process.

You will be required to provide technicians with access to the Premises, for the purposes of installing a new Naked ADSL service.

- (A) If it is a residential free standing Premises, the Naked ADSL service will be installed on to a new, upgraded or spare phone socket. This 'first socket' may be your existing phone socket upgraded from a single point to a double point; or it may be an existing phone socket that is not currently being used; or it may be an entirely new socket. It will depend on what is available at the specific Premises, and the type and location of the socket is entirely at the discretion of the installation technician.
- (B) Where the Network Boundary Point for a free standing residential or small business Premises is an externally mounted Telstra Network Termination Device, the Naked ADSL service will be installed to this Network Boundary Point. Cabling from this 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.
- (C) If it is a residential multiple dwelling unit (such as an apartment) or business Premises, the Naked ADSL service will generally be installed to the building's Main Distribution Frame (MDF). You will then need to arrange for it to be cabled to a phone point where you require the Service.

IINET GROUP CRA – INTERNODE NAKED ADSL SERVICE DESCRIPTION

This building cabling activity is entirely your responsibility and your expense.

New Service Connections are only provided with your agreement (either by ticking a checkbox during online signup or a signing an Application) that you accept all responsibility for arranging and paying for any cabling required beyond the Network Boundary Point. Billing for the Service will commence within seven days of the Service being delivered to the Network Boundary Point, regardless of whether any required additional cabling has been completed or not.

If during the provisioning process we find that you do not have a spare copper pair into the Premises, you will be advised and you can elect to cancel the order without penalty.

3.3 NodePhone VoIP Services

Internode Naked ADSL customers also have the option of using a NodePhone2 service (additional charges apply). This is a fully featured VoIP telephony service that can both make calls to, and receive calls from, the public switched telephone network.

However it is not a 'Standard Telephone Service' and while it is of a high availability design, it should not be relied upon for emergency communications (for example if you or any other resident have a serious medical condition). Note that NodePhone® requires AC electrical power at the Premises to operate and consequently will not operate in the event of a power failure.

If you choose to purchase a NodePhone service, then that particular service will be governed by the Internode NodePhone® Service Description (available on our Website). Please consult this document for further information.

3.4 Naked ADSL Contract Terms

Naked ADSL services are available on either a one month rolling contract (with full setup charges) or a 24 month contract (with reduced setup charges).

If you have selected the 24 month contract, then cancellation of the Service within twenty four months of Service activation will attract an early cancellation charge. Early cancellation charges for your Naked ADSL service are available on our Website.

3.5 Cancelling Naked ADSL orders

You can cancel an order for an Internode Naked ADSL service up to a week before the scheduled cutover date, without penalty. After this point we incur considerable third party costs and commitments, and these are passed on to you.

Specifically, if you cancel your order for an Internode Naked ADSL service within five working days of the scheduled cutover date, then the setup charge (for your chosen contract), plus one months rental (as per the specific Naked ADSL plan) plus the early cancellation charge (if applicable for your chosen contract) will apply. Early cancellation charges for your Naked ADSL service are available on our Website.

IINET GROUP CRA – INTERNODE NAKED ADSL SERVICE DESCRIPTION

3.6 Incorrect Naked ADSL Order Information

Please ensure the accuracy of the information that you provide us for your Naked ADSL order. We will install the service exactly according to the instructions that you have given us.

If you provide incorrect information on your order - such as the wrong address for installation of the Naked ADSL service; or the wrong phone number to be converted to Naked ADSL, then your service will be installed at the wrong location or on the wrong copper pair.

We may charge you additional fees corrections to the Naked ADSL service that you have incorrectly specified. This will consist of either:

- (a) a \$99 relocation charge if the Service can be relocated to the correct Premises or copper pair; or
- (b) a setup charge (for your chosen contract), plus one months rental (as per the specific Naked ADSL plan) plus the early cancellation charge (if applicable for your chosen contract) for the incorrect Service if it cannot be relocated.

3.7 Naked ADSL Service Speeds

The speed of a Naked ADSL service is dependent on numerous factors, including (but not limited to) the length, gauge and quality of the copper wire that connects your Premises to the broadband infrastructure at the local telephone exchange. More information on these factors is available in the Internode ADSL Service Description document (available on our Website), and the product pages on our Website.

We do not guarantee that you will be able to obtain the maximum theoretical speeds. Furthermore, because these Services can be delivered over higher loss cable than traditional ADSL products, there are no guaranteed minimum speeds on these services.