

Our Customer Relationship Agreement

NODELINE SERVICE DESCRIPTION

Internode Pty Ltd ABN 82 052 008 581

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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 our Master Services Agreement (as applicable), or in the body of this Service Description.

1. ABOUT THE NODELINE SERVICE DESCRIPTION

- 1.1 The terms and conditions contained in this Service Description for the Internode NodeLine (**Service** or **NodeLine**) are additional to, and should be read in conjunction with, our CRA or Master Services Agreement (as applicable).
- 1.2 Use of the Service is subject to this Service Description and:
- (a) the General Terms of our CRA, including the other documents listed in clause 1.2 of the General Terms; or
 - (b) our Master Services Agreement (as applicable).

2. DEFINITIONS

Charges means the setup, monthly rental, call, or VAS charges for NodeLine as listed either in this Service Description, our CRA, or on our Website from time to time (charges listed on our Website will apply in the event of inconsistency).

Churn means the transfer from a Telstra fixed line telephone service (for example Telstra HomeLine or BusinessLine) to our NodeLine service in accordance with clause 3.14.

Network Boundary for a NodeLine service delivered over copper telephone lines is typically either the 'first socket' (in a free standing premises such as a house) or a Main Distribution Frame (in a multiple dwelling unit such as an apartment). If your Network Boundary point is a Main Distribution Frame, the cabling to your phone socket is usually provided by the building owner and remains a building asset. In a residential premises, if sufficient suitable cabling is available between the Main Distribution Frame and the point where you have requested that we supply the NodeLine service, completion of this work is included in the setup charge. In a business premise, the service is installed to the Main Distribution Frame only. If the NodeLine service is delivered over optical fibre the Network Boundary is the telephone port on the Optical Network Termination Unit at your Premises.

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Port means a connection to the NodeLine service via a change to your telephone service delivery infrastructure in accordance with clause 3.15 from another carrier to Telstra infrastructure.

VAS means the optional extra services for fees (eg. voicemail, or silent directory listing) or otherwise which can be provided with NodeLine at your request (including those listed in this schedule or on-line from time to time on our Website).

3. THE NODELINE SERVICE

- 3.1 NodeLine provides a traditional landline telephony service suitable for normal residential purposes.
- 3.2 NodeLine Business is a variant of NodeLine that is suitable for normal business purposes.
- 3.3 NodeLine will allow you to access standard telephony services including untimed local calls, calls to mobiles, domestic long-distance calls (to anywhere in Australia outside your local call charging zone), International calls, 000 Emergency services, plus a range of other number pre-fixes (including 1800, 13 and 1300 services) as listed on the NodeLine call rates page on our Website, and any VAS you choose.
- 3.4 NodeLine does not provide access to certain services – specifically including 190 numbers.
- 3.5 NodeLine is offered as described on our Website, and you acknowledge that the VAS available with NodeLine may not be the same as the VAS offered by your current provider. You may lose access to some VAS services offered by your current provider when your NodeLine service is connected.
- 3.6 We will deliver NodeLine to the Network Boundary point of your Premises. You accept that the performance of the NodeLine service depends on factors that we cannot always control, and the quality of NodeLine can be affected accordingly. Such matters include, but are not limited to, the following:
 - (a) The quality of the equipment being used to make and receive calls.
 - (b) The correct operation of the equipment being used to make and receive calls.
 - (c) Calls being carried on networks not controlled by our provider.
 - (d) The location of your NodeLine service.
 - (e) Inclement weather.
- 3.7 If our wholesale carrier deems that your Premises is a business premises, you agree that we can change your residential NodeLine plan to NodeLine Business. Similarly, if our wholesale carrier deems that your Premises is a residential premises, you agree that we can change your NodeLine Business plan to the residential NodeLine plan.
- 3.8 We may refuse to supply a NodeLine service at its absolute discretion. Matters affecting the exercise of such a discretion may include (but are not limited to) that you are not eligible for the service, or you have requested the service be provided to an unusual or unsafe location.

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3.9 Cancellation of any NodeLine service within the first 3 months will incur a \$99 service fee. This early cancellation charge will be waived if the NodeLine service is converted to an Internode Naked ADSL service. You acknowledge this is a genuine estimate of the administration costs which we incur to establish and disconnect a NodeLine service where the connection is for less than 3 months.

3.10 If in the last 12 months you:

- (a) ported your number to the Telstra fixed line telephone network (either directly with Telstra or via a Telstra reseller that is not us);
- (b) you then moved to a NodeLine service (via a Churn see clause 3.14) using that number; and
- (c) you then cancel your NodeLine service and port your number out to another network,

then we will need to pass on to you a \$250 early port out fee from our upstream provider.

3.11 If you Port your number to NodeLine (see clause 3.15) and then within 12 months you cancel your NodeLine service and port your number out to another network, then we will need to pass on to you a \$250 early port out fee from our upstream provider.

3.12 We will not charge both the \$99 fee, and the \$250 fee. If the fee at clause 3.10 or 3.11 applies, it will be applied as the paramount fee, and not the \$99 early cancellation fee at clause 3.9.

3.13 **Setup Options**

- (a) There are three methods available for setting up a NodeLine service. Your current service will remain the same until we complete the Churn/Port or establish the new service connection. You remain responsible for all charges incurred on your current service up until the time at which we have provisioned your new NodeLine service.
- (b) You are responsible for any early termination or other charges imposed by your existing telephone and/or ADSL service provider.
- (c) If you place an order for an existing telephone service to be transferred to NodeLine, it is a requirement that you are the account holder of that existing telephone service. By submitting your order you warrant to us that this requirement has been met.

3.14 **Setting Up via Churn of an Existing Telephone Service Provided by Telstra or a Telstra Reseller**

- (a) A NodeLine service can be set up via a 'churn' process. This is only available if you currently have a fixed line service provided by Telstra or a Telstra reseller. 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 reseller) via a copper pair.
- (b) Your current telephone number is retained during this process.

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- (c) This process does not involve a change to your physical infrastructure – no site visit is required – your telephone connection is simply moved from your current provider to us.
- (d) If you are presently renting a telephone handset with your current telephone service, this must be returned to your current provider or additional charges may apply.
- (e) Please check carefully with your current provider regarding your contractual commitments and break / disconnection fees. We are not responsible for these charges.

3.15 **Setting Up via Port of an Existing Telephone Service (other than a service provided by the Telstra fixed line network)**

A Port order will convert an existing telephone service (other than a telephone service provided by the Telstra fixed line network) into a NodeLine service. If you elect to have an existing telephone service converted to NodeLine service, then the following applies.

- (a) This order type may require a site visit.
- (b) We will endeavour to 'port' your existing telephone number to the NodeLine service, if that is what you have requested during the signup to NodeLine. Most telephone numbers can be successfully ported however there are some exceptions. If we find that your existing telephone number cannot be ported to NodeLine, then your order will be suspended, and we will contact you for advice on whether to proceed with a new telephone number.
- (c) Any ADSL service on the existing telephone service may be cancelled as part of the porting process. 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.
- (d) If you are presently renting a telephone handset with your current provider, this must be returned to that provider prior or else additional charges may apply.
- (e) A service outage will occur when your line is physically relocated at the local telephone exchange.

3.16 **Setting up NodeLine via New Service Connections**

In order to complete a 'New Service' connection for NodeLine, you must have the requisite infrastructure available at the Premises. If you are unsure, you can order a service and we perform the detailed service qualification as part of the provisioning process. As a result, the following applies.

- (a) A new telephone number will be allocated to you as part of this process.
- (b) You will be required to provide technicians with access to the Premises, for the purposes of installing a new NodeLine service.

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- (c) In certain circumstances an additional fee for service may be required – for example if a network extension is required to connect the service; a cabling extension is required to connect your premises; or additional cabling works within your premises are requested. You will be advised before commencement of these activities, and you are fully responsible for charges that are incurred if you agree to proceed. Groundworks such as trenching and re-instatement for underground lead-in cables are not available.
- (d) In the case of a residential NodeLine service, if your Network Boundary point is a Main Distribution Frame, the cabling to your phone socket is usually provided by the building owner and remains a building asset. If sufficient suitable cabling is available between the Main Distribution Frame and the point where you have requested that we supply the NodeLine service, completion of this work is included in the setup charge.
- (e) In the case of a NodeLine Business service, the service will be installed to the Main Distribution Frame only, which is defined as the Network Boundary point in a business premises.
- (f) Cabling from the Network Boundary point to any other location is your responsibility and you may incur charges for any installation, repair or any other work required in relation to any such cabling.
- (g) The NodeLine service will be installed on to a new, upgraded or spare phone socket in your premises. 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. The setup cost for a new service connection is set out on the Website for this Service.

3.17 **ADSL Compatible for New Service Connections (only applicable to connections via copper phone lines)**

- (a) If your NodeLine service will be provided over a copper telephone line it will be provided as ADSL compatible. This means that your phone order will only be completed if it will also be capable of carrying ADSL.
- (b) Please note that ADSL Compatible guarantees your new NodeLine service will not be connected to pair gain equipment that is inherently incompatible with any form of ADSL. However it does not guarantee there is ADSL available in your area.
- (c) ADSL Compatible does not guarantee that your NodeLine service will be suitable for Extreme ADSL2+ or subsequent conversion to Naked ADSL. This is because ADSL Compatible cannot guarantee you will obtain a NodeLine service delivered via a continuous copper path to the exchange - you may still be connected via a RIM system. If this is the case, then it is likely that your choice of our broadband services may be limited.

3.18 **Customer Service Guarantee**

- (a) A Customer Service Guarantee (**CSG**) is a guarantee that is prescribed under the Telecommunications (Consumer Protection and Service Standards) Act 1999).

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The CSG gives you certain rights in connection with standard telephone services. These rights include your right to be provided information about the CSG and the right to receive compensation if we fail to meet the minimum performance standards in relation to service connection times, fault repair times and keeping appointments to provide you with a Service. More details about the CSG are available on the ACMA website www.acma.gov.au.

- (b) The NodeLine Service is provided on the basis that you waive the CSG, as we believe this typically enables us to provide you with better value.
- (c) If you waive your CSG and withdraw this waiver within 5 working days, we have the right to refuse to provide you with the Service, and/or terminate the Service.

4. CUSTOMER AUTHORISATIONS (“CA”)

When you transfer an existing telephone service to NodeLine, you are providing us with specific CAs by which you agree that you understand certain matters will result from the NodeLine sign up process that may affect your contractual rights with your current provider. In all cases you acknowledge that you or your authorised representative is authorised to request the changes in respect of the service numbers to which the following CAs relate.

4.1 Local Number Portability CA

The Local Number Portability CA applies to Ports of Active Telephone Services that are not currently provided by the Telstra fixed line telephone network. You understand and agree that:

- (a) by porting the service number, the service associated with that service number is disconnected from the current provider’s network and may result in finalisation of your account for that service;
- (b) by porting the service number, any ADSL service associated with that service number is disconnected and may result in finalisation of your ADSL account for that service; and
- (c) although you have the right to port your service number, there may be costs and obligations associated with the port from your current provider, which may include early termination and porting fees.

4.2 Long-Distance Call Provider Pre-selection CA

- (a) You understand and agree that you may have an agreement with your current provider, and there may be consequences under your existing agreement if you change your pre-selection choice.
- (b) Pre-selection to an alternative long distance provider will result in an extra monthly charge on your NodeLine service.

4.3 Local Call Churn CA

You understand and agree that your existing local phone service will be replaced with a NodeLine service. Termination fees or other contractual obligations with your current provider may apply.

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5. CANCELLING NODELINE ORDERS

- (a) You can cancel an order for a NodeLine service up to a week before the scheduled cutover date, and a \$50 cancellation charge will apply.
- (b) 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 NodeLine service within five working days of the scheduled cutover date, then the setup charge, plus one month's rental as per the specific NodeLine plan, plus an early cancellation charge/early port out fee of \$99 or \$250 may apply (see clauses 3.9 to 3.12 for more information about these charges).

6. INCORRECT NODELINE INFORMATION

- (a) Please ensure the accuracy of the information that you provide us for your NodeLine Application. We will install the Service according to the instructions that you have given us.
- (b) If you provide incorrect information on your order - such as the wrong address for installation of the NodeLine service or the wrong phone number to be converted to NodeLine, then your service will be installed at the wrong location or on the wrong copper pair.
- (c) We may charge you additional fees for corrections to the NodeLine service that you have incorrectly specified. This will consist of the relocation charge, plus one month's rental as per the specific NodeLine plan.

7. RELOCATING NODELINE SERVICES

- (a) NodeLine services may be relocated if the service is available at the new Premises. Your telephone number can only be retained if the new Premises are served by the same local exchange as the existing Premises. A temporary phone number may be provided at the new Premises prior to the scheduled relocation cutover date.
- (b) Any applicable early cancellation charge for the existing NodeLine service (for example, if it has been ported in) will be applied if you do not obtain a NodeLine service at your new Premises.
- (c) The relocation charge will be equal to the equivalent setup charge that would apply to the new premises (see clause 3.13).

8. NODELINE - TELEPHONY SERVICE

Several important specific conditions apply to the telephony component of the NodeLine service:

- (a) 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.

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- (b) Telephone Typewriter (“TTY”), a service for people who may be deaf or hard of hearing or have difficulty with speech, is not supported as part of your NodeLine service, however TTY is technically compatible with NodeLine. The National Relay Service (“NRS”) provides services and assistance to people wishing to utilise TTY services. For TTY/Voice Services you can call the NRS 24 hours a day on 133 677 or for Speak and Listen (SSR) service on 1300 555 727.
- (c) If you require translating or interpreting services when using NodeLine, services are available via the Translating and Interpreting Service on 131 450, which is an independent service which is available 24 hours.
- (d) Calls to 190 numbers are not available.
- (e) If you request that charges from third parties are applied to your telephone account – including, but not limited to, reverse charge calls, carrier over-ride calls, and enhanced telephone directory listings – then we reserve the right to charge an additional \$5 service fee per transaction, to cover administration costs.
- (f) Long Distance Pre-selection to another carrier may not be available (where available, a \$5 per month charge will apply to cover administration costs), however our voice-over-IP service NodePhone is an alternative product you can use over your internet connection.
- (g) If your NodeLine service is connected via optical fibre (rather than via copper telephone line):
 - (A) it will not operate in the event of a power failure unless you install at your expense a battery backup system. Battery backup systems are not sold or supported by us and we recommend that you always have a mobile telephone available for making calls during power failure emergencies; and
 - (B) there may be an outage during installation and you may not be able to make any calls (including emergency calls) during the outage. We recommend that you always have a mobile telephone available for making calls during the installation outage.

9. CALLER ID

NodeLine numbers are compatible with Caller ID. Please be aware that:

- (a) Unless you have selected a silent number or used the 1831 code, the receiving party will know your telephone number (Caller ID outbound).
- (b) You can use the 1831 code (dial these numbers immediately before you dial the number you are calling) to block Caller ID outbound a per call basis.
- (c) You can change your default Caller ID settings at any time using the instructions available on our Website.
- (d) Regardless of your Caller ID status, emergency services will always see your telephone number.

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- (e) If you wish to have calling numbers displayed on your telephone handset (Caller ID inbound) you will need to select this VAS when you sign up for the service (monthly charges apply). You will need to have a Caller ID compatible handset.

10. DIRECTORY LISTINGS

- (a) A residential NodeLine telephone number can be either 'listed' – meaning it will be listed in printed and online public telephone directories without charge – or 'unlisted' – i.e. a silent number which may incur a fee. The allowable formats of your listing are described on our Website, and in essence will consist of a valid combination of your first name or initials and surname.
- (b) A NodeLine Business telephone number can be either 'listed' or 'unlisted' in public telephone directories, at no additional charge. A business name can be provided for the listing, and listings may be refused at our sole discretion.
- (c) No enhanced directory listings are available via NodeLine, although you may arrange enhanced directory listings directly with the telephone directory provider. If you incur additional charges from the directory provider and request to them that this is charged to your telephone account, a \$5 additional charge per transaction may be applied by us.

11. FAULT REPORTING

- (a) You agree to report faults to us as soon as possible. To allow us to be sure of the location of a fault with your NodeLine service, we may before acceptance of a report of any fault with your NodeLine service require you to undertake some basic preliminary testing of your NodeLine service as determined and directed by us.
- (b) We may treat your fault report as a preliminary enquiry until you have undertaken such testing as directed by us. If a fault that you report turns out not to be the responsibility of our supplier (for example if it is on your side of the Network Boundary), a fee for service charge may be applied.

12. CHARGES

- (a) Information regarding NodeLine call rates, accounts and billing is set out on our Website.
- (b) You are responsible for the payment of all charges. You acknowledge that we re-bill the NodeLine service from our wholesale supplier, and that some call types and VAS services may not be listed from time to time on our Website. You agree that we may charge you for the provision of these call types or VAS services at the standard Telstra retail rate that would apply if the charges were incurred on a HomeLine or BusinessLine service.
- (c) In general monthly recurring charges (such as rental) are billed in advance, and usage charges (such as calls) are billed in arrears. However, we reserve the right to bill in arrears in respect of items that have not been billed in advance (including for VAS services).

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- (d) There is a time delay between you making a call (or your use of a VAS), us receiving a report of that call (or VAS) from our wholesale supplier and us processing that call (or VAS) and adding it to your call record. This process typically takes between 1 and 5 business days. However, in some rare circumstances this may take up to 3 months for some calls (or VAS). This means that you may not always have all the calls (or VAS) you made in an invoice period appear on that invoice (consequently these calls (or VAS) will not be deducted from any call credit for that invoice period).

13. VARIATIONS

- (a) You acknowledge that we are a re-biller of this Service, and we may vary the Service and charges in accordance with our CRA.
- (b) Our current call charges are available on our Website. We recommend checking our Website from time and time to confirm the current call prices.
- (c) We may cease providing the Service in the event that our wholesale supplier ceases wholesale supply of the Services.

14. TELEPHONES

We are not responsible for the provision of telephone handsets or other equipment to use with your NodeLine service. If you are renting any telephone equipment from your existing telephone service provider at the time of signing up the NodeLine service, you are required to immediately return such equipment. Charges may be imposed if you fail to do this.

15. OTHER SERVICES

From time to time you may request that we provide you with other services which are not provided as standard with your NodeLine services, such as relocating cabling or sockets. You should contact us on 136633 to discuss whether we are able to undertake such works, and obtain a quote from us to provide these services.

16. SECURITY

You are responsible for securing access to your NodeLine service. You acknowledge that you will be liable for all charges resulting from the use of your NodeLine service, whether authorised by you or not, but not for unauthorised charges that are caused by us.

17. CALL PACKS

Call Packs are an add-on service that can be applied to full phone service NodeLine Home Phone, NodeLine Business Value, and NodeLine Biz, providing included calls for an additional monthly fee.

Existing customers are able to add a pack to their NodeLine service via My Internode, with the pack activation occurring at the start of their following billing cycle.

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Notice of Call Pack activation is provided via email. Calls made in the time between applying for a Call Pack, and notice of activation being delivered, are charged at the standard rate as defined for the NodeLine service.

When a Call Pack cancellation is requested, the Call Pack will be removed at the end of the current billing cycle in which the cancellation was requested, with the pack and associated call value remaining active for that month.

All included calls are subject to the Acceptable Use Policy.