

Our Customer Relationship Agreement

REACH FAB SERVICE DESCRIPTION

Internode Pty Ltd ABN 82 052 008 581

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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 REACH FAB 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 Reach Fibre Access Broadband ("**FAB**") Service ("**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

"**Premises**" means the location where you intend to use the Service. We can only deliver the Service to homes that are within the specified Telstra Fibre Access Broadband coverage areas (excluding South Brisbane exchange, Queensland). We will deliver your Service to the network boundary point of that Premises, which is defined as the Optical Network Termination unit. 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. OVERVIEW OF THE SERVICE

The Service provides broadband Internet and standard telephone services delivered over an optical fibre access network to your home. This service is only available in the specified Telstra FAB coverage areas (excluding the South Brisbane exchange).

This is a new type of broadband service and as such there are several important items that you must consider. By signing the Application, you are stating that you agree to these items.

3.1 Property Owner Consent

The installation may involve physical work at your Premises. It is a condition that you are the owner of the Premises, or have obtained the consent of the Premises owner.

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3.2 Requirement for a Basic Telephone Service

- (a) In order to obtain a broadband Service, you must have a Basic Telephone Service. Examples of a Basic Telephone Service include an Internode NodeLine or a Telstra HomeLine service.
- (b) **If you cancel your Basic Telephone Service, then your broadband Service will also automatically be cancelled.**
- (c) You may choose to transfer your existing Basic Telephone Service to NodeLine, and in that case you will receive a monthly 'bundling' discount on your broadband Service. A complete description of NodeLine is available on our Website.
- (d) Number porting of an existing Basic Telephone Service (such as HomeLine) to NodeLine is fully supported. While you are under no obligation to transfer your phone service to NodeLine, you must retain a Basic Telephone Service at all times.

3.3 Customer Equipment Requirements

- (a) Appropriate customer equipment must be purchased, maintained and operated by you, and it will remain your property beyond the termination of any Service agreement with us. All customer equipment must be approved for connection to Australian telecommunications networks.
- (b) You need to provide equipment to access the Service/s:
 - (A) For the broadband Internet Service, you will need an Ethernet Router ('Home Gateway'). Direct connection of any other device (such as a PC) to the Ethernet interface on the Optical Network Termination ("ONT") unit is not permitted. We recommend, sell and support a range of suitable Ethernet routers. We do not offer technical support for an Ethernet Router that we have not provided to you. Please note that ADSL Routers are unsuitable for connection to the Fibre Access Broadband network.
 - (B) For the Basic Telephone Service, you need to provide an analogue telephone handset that is compliant with current Australian standards. The use of 'decadic dialling' telephone equipment is not supported. We recommend, sell and support a Gigaset cordless phone system that is suitable for the Basic Telephone Service, and also supports VoIP.

4. THE INSTALLATION PROCESS

4.1 Installation

- (a) As each new house is built in these Fibre Access Broadband enabled housing developments, the optical fibre infrastructure is connected to an external cabinet containing an Optical Network Termination unit. From there, the broadband and/or telephone services need to be connected through to the 'smart cabling' system in your house, to the actual wall plates where you need the services delivered.
- (b) Please contact your builder or developer to confirm these activities are complete prior to ordering an Internode Reach FAB service.

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4.2 Optical Network Termination Unit

The Optical Network Termination unit, power supply and power supply cabling remain at all times the property of Telstra Corporation Limited. Replacement charges may be applied if you damage or remove this equipment.

4.3 Battery Backup

- (a) When the Optical Network Termination unit and power supply equipment was first installed, you may have specified that the Power Supply Unit has the capability of a battery backup. You will need to purchase and maintain the battery – the specification of the battery is as follows:
 - (A) Type 1 Power Supply Unit – 12V 7.0-7.2Ah 6 cell sealed lead acid battery, 150 mm (W) x 94 mm (H) x 64 mm (D) with Quick-Connect/Faston R F2 or T2 tab terminals, 6.3 mm wide x 0.8 mm thick.
 - (B) Type 2 Power Supply Unit – 12V 4.5Ah 6 cell sealed lead acid battery, 90 mm (W) x 100 mm (H) x 70 mm (D) with Quick-Connect/Faston R F2 or T2 tab terminals, 6.3 mm wide x 0.8 mm thick.
- (b) During a power failure, the back-up battery will ensure that you will be able to receive or make telephone calls - including calls to the emergency 000 service. It is your responsibility to ensure that the battery is not flat or faulty and is replaced as per the manufacturer's specifications.
- (c) **If you choose not to have a battery backup; We recommend that you have a mobile phone available at all times for emergency use.**

4.4 Network Boundary Point

- (a) The Network Boundary Point is defined as the Ethernet port and Basic Telephone Service port on the Optical Network Termination unit. Any cabling connected to these ports is your responsibility and subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006).
- (b) **You agree to arrange and pay for the services of an ACMA licensed cabler for all premises cabling**, such as that used to connect new or existing telephone or data sockets in your premises to the Optical Network Termination unit.

5. BROADBAND SERVICES

5.1 Plan Changes

You can request a change to your broadband plan (in terms of speed and/or quota) at any time; these will be actioned on your monthly Service rollover date. A once-off charge applies to speed changes.

5.2 Broadband Speeds

- (a) **We provide no guarantees as to the speed of the broadband Service.**

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- (b) Any transmission speeds referred to by us for the broadband Service refer to the maximum theoretical throughput speed achievable with the Service under ideal conditions. You acknowledge 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:
 - (A) The configuration and type of the copper wiring within your premises (it is recommended that Cat5e/Cat6 structured cabling is used throughout).
 - (B) The TCP/IP protocol stack and application software configuration on your computer (including but not limited to TCP Window Size configuration).
 - (C) Your broadband equipment, including the capacity of its CPU to keep up with the peak data flow rates offered by the broadband Service.
 - (D) The capacity of, load on, and available throughput rate of the remote host that you are accessing.
 - (E) The presence of service faults or network link congestion at any point in the end-to-end path between a remote host and your system.

6. INCOMPATIBLE TELEPHONE SERVICE

- (a) A number of 'Telephone Products' are incompatible with the Basic Telephone Service that is delivered over the Fibre Access Broadband network. It is unlikely that any of these would cause an issue, but for completeness they are listed below:
 - (A) ADSL, which is purely a copper line technology.
 - (B) Customer Loop Metering metering equipment
- (b) We also cannot provide any of the following telephone services:
 - (A) Any payphone, mobile, satellite or ISDN telephone service.
 - (B) Prepaid telephone services such as Communic8 Prepaid Home
 - (C) Corporate telephony products such as CVPN and 'credit management' products such as InContact
- (c) **Please note that 'Priority Assist' is not available on NodeLine.** Priority Assist is for people who may be reliant on a telephone service because of a serious medical condition – we do not recommend NodeLine in these circumstances. Calls to 190 numbers are also not available.

7. GENERAL CONDITIONS

- 7.1 You agree to report to us – and specifically not to Telstra - any faults with the Service that you are obtaining from us. You may be asked to assist in the resolution of the fault, for example by providing information on the status lights of your Optical Network Termination unit, or facilitating access to your property by a technician.

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7.2 Customer Obligations

You agree that you will:

- (a) not interfere with the normal operation of the Service or any facility, or make either unsafe;
- (b) not access or attempt to access the Optical Network Termination unit (or any other equipment used to provide the Service) located on your Premises;
- (c) allow us or any other relevant third-parties (as applicable) safe access to the Premises as required:
 - (A) in order to inspect or test a facility which may be causing interference or danger; and
 - (B) in connection with the provision, maintenance and repair of the Service or any related facility;
- (d) ensure that we or any other relevant third parties (as applicable) is provided with sufficient and timely access to the Premises to enable us or any other relevant third parties (as applicable) to provide the Service; and
- (e) permit us or any other relevant third parties (as applicable) to modify any facility or equipment to avoid danger if requested by us or any other relevant third parties (as applicable).