

Our Customer Relationship Agreement

ULTRA 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 ULTRA 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 Ultra Service (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; and
 - (b) the Internode ADSL Service Description.
- 1.3 This Service Description covers all three generations of the combined telephony plus ADSL services that are delivered by us using the Optus access network.
 - (a) The first generation, simply called 'Ultra', was sold from 18/11/2008 until 02/06/2009. These plans were sold with a maximum initial ADSL profile of 20 Mbps / 820 kbps.
 - (b) The second generation, with the plan name of 'UltraLine', was sold from 03/06/2009 to 05/10/2009. These plans were sold with a maximum initial ADSL profile of 8 Mbps / 384 kbps.
 - (c) The third generation uses the plan name of 'UltraBundle', with sales commencing from 10/08/2010. These plans have a maximum initial ADSL profile of 20 Mbps / 820 kbps. In order to align with our other ADSL products, the 'Easy UltraBundle' plans were released on 30/09/2010 and are marketed as 'Internode Easy Bundle'.
- 1.4 The previous generations of Ultra, UltraLine and UltraBundle are grandfathered – they remain fully supported, however no new sales are available. You are welcome to stay on your current grandfathered plan if you wish; or you may prefer to request an online plan change to one of the new Easy Bundle plans.
- 1.5 There is no charge to change from a grandfathered Ultra, UltraLine or UltraBundle plan to a Easy Bundle plan.

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- 1.6 In particular, customers that change from an UltraLine plan to an Easy Bundle plan can also request an upgrade to the ADSL profile of 20 Mbps / 820 kbps. This can be simply requested by submitting a support request to us.
- 1.7 There is no charge to change the ADSL profile on an Easy Bundle plan.
- 1.8 The contents of this Service Description are applicable to all three variants of the service, except where specifically noted. For simplicity the name 'Ultra' is used throughout.

2. DEFINITIONS

“Premises” means the location where you intend to use the Service. We will deliver your service to the network boundary point of that Premises. This 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
- (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).

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.

“Telephony Charges” means the call, or VAS charges for Ultra as listed either in this Service Description, the CRA, or on our Website from time to time (charges listed on our Website will apply in the event of inconsistency).

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

3. THE ULTRA SERVICE

- 3.1 Ultra provides an integrated service of traditional analog telephony and high speed ADSL broadband, and 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; and
 - (d) where the copper pair is within specific transmission loss limits.

We will check all these items as part of provisioning your service. If at any point we find you cannot obtain an Ultra service at the Premises, you can cancel the order without penalty.

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Establishment Options

3.2 There are four methods available for establishing an Ultra service.

Establishing Ultra via Conversion of an Active Telephone Service

- (a) A Convert Service order will convert an existing telephone service into an Ultra 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) via a copper pair. This order type does not involve a site visit.
- (b) If you elect to have an existing telephone service converted to an Ultra service, then:
 - (A) We will endeavour to ‘port’ your existing telephone number to the Ultra service, if that is what you have requested during the signup to Ultra. Most telephone numbers can be successfully ported; however there are some exceptions. If we find that your existing telephone number cannot be ported to Ultra, then your order will be suspended, and we will contact you for advice on whether to proceed with a new telephone number.
 - (B) 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.
 - (C) It is a requirement that you must be the telephone account holder of the service to be converted to Ultra. By submitting your order you warrant to us that this requirement has been met.
 - (D) Certain legacy analog telephony features (known as ‘complex services’) such as Faxstream, Line Hunt & Indial will also cause the conversion process to fail, and these features must first be removed from the line.
 - (E) If you are presently renting a Telstra telephone handset with your current telephone service, this must be returned to Telstra prior to submitting your order, or else a \$50 charge may apply.
 - (F) A service outage of up to 30 minutes will occur when your line is physically relocated at the local telephone exchange.

Establishing Ultra via Churn of an Existing Service

- (c) Ultra services can be established via a ‘churn’ process. This is only available if you currently have a combined telephone and ADSL service – or telephone service only - with another provider on the Optus ‘Direct’ Residential Broadband & Telephony Platform (not including the Optus Hybrid Fibre Coax network).
- (d) Your current telephone number is retained during this process.

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- (e) This process does not involve a change to your physical infrastructure – no site visit is required – your broadband and telephone connection is simply moved from your current provider to us.
- (f) Please check carefully with your current provider regarding your contractual commitments and break / disconnection fees. We are not responsible for these charges.

Establishing Ultra via New Service Connections on Vacant Copper

- (g) In order to complete a 'new service' connection for Ultra, 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.
- (h) A new telephone number will be allocated to you as part of this process.
- (i) You may be required to provide technicians with access to the Premises, for the purposes of installing a new Ultra service.
 - (A) if it is a residential Premises, the Ultra service may 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) Alternatively, a residential or small business premises may be fitted with an externally mounted Telstra Network Termination Device. In this case the Ultra 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 business Premises or Multiple Dwelling Unit such as an apartment, the Ultra 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. The Main Distribution Frame is the network boundary point – the installation, repair and any other costs associated with the in-building cabling beyond this point is entirely your responsibility and your expense.
 - (D) New service connections are not available to residential multiple dwelling units that have a main distribution frame; unless you agree that you are responsible for arranging and paying for any required in-building cabling from the MDF to the dwelling unit where the Service is required.
 - (E) 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.

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Establishing Ultra via Upgrade of NakedUltra

- (j) Ultra services can be established by upgrading an existing NakedUltra service. A new telephone number will be allocated to you as part of this process.
- (k) This process does not involve a change to your physical infrastructure – no site visit is required – a telephone service is simply added to your existing broadband service. The early cancellation charge, if any, on your existing NakedUltra service is not applied.
- (l) Conversely, an Ultra service can be converted to a Naked ADSL service, which involves cancellation of the telephone service component. Once-off charges may apply and are listed on our Website.

Customer Authorisations (“CAs” or in the singular a “CA”)

- 3.3 When you sign up to Ultra, you are providing us with specific CAs by which you authorise that you understand certain matters will result from the sign up process that may, amongst other things, affect your contractual rights with your current provider. In all cases you acknowledge that you or your authorised representative is authorised to request the change in preselection in respect of the service numbers to which the CA relates.

Unbundled Local Loop CA

- 3.4 The Unbundled Local Loop CA applies to Conversions of Active Telephone Services; New Service Connections on Vacant Copper, and Relocations. We take this as your request for us to supply you with a ULL service, or transfer an existing ULL service to us. You understand and agree that:
- (a) you will give up all previous contractual rights with your current telephone service provider (eg discount plans, charity concessions);
 - (b) certain functions and facilities provided by your current telephone service provider may not be available from Ultra; and
 - (c) you will contact your current telephone service provider in relation to providing services and fault assistance until the transfer to Ultra is effected.

Local Number Portability CA

- 3.5 The Local Number Portability CA applies to Conversions of Active Telephone Services and Churns, where a number port has been requested. 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

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- (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.

Pre-selection CA

- 3.6 The Pre-selection CA applies only to Churns. 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.

Local Call Churn CA

- 3.7 The Local Call Churn CA applies only to Churns. You understand and agree that your existing local service will be disconnected and termination fees or other contractual obligations with your current provider may apply.

Broadband Churn CA

- 3.8 The Broadband Churn CA applies only to Churns. You understand and agree that your existing local service will be disconnected and termination fees or other contractual obligations with your current provider may apply.

Cancelling Ultra orders

- 3.9 You can cancel an order for an Ultra service up to a week before the scheduled cutover date, and a \$50 cancellation charge will apply.
- 3.10 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 Ultra service within five working days of the scheduled cutover date, then the establishment charge, plus one month's rental as per the specific Ultra plan, plus the early cancellation charge will apply.

Incorrect Ultra Order Information

- 3.11 Please ensure the accuracy of the information that you provide us for your Ultra order. We will install the service exactly according to the instructions that you have given us.
- 3.12 If you provide incorrect information on your order - such as the wrong address for installation of the Ultra service; or the wrong phone number to be converted to Ultra, then your service will be installed at the wrong location or on the wrong copper pair.
- 3.13 Because of costs that we incur in all completed installations and conversions, you will be charged for corrections to the Ultra 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 Premise or copper pair; or
 - (b) the establishment charge, plus one month's rental as per the specific Ultra plan, plus the early cancellation charge for the incorrect service, if it cannot be relocated.

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Relocating Ultra Services

- 3.14 Ultra services may be relocated if the service is available at the new Premises. Your telephone number can only be retained if the new Premises is 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.
- 3.15 Any applicable early cancellation charge for the existing Ultra service will be applied if you do not obtain an ADSL service at your new Premises.

Customer Service Guarantee (CSG) Waiver

- 3.16 In order to offer a low cost service establishment charge, it is a condition that you are entering an agreement to have the CSG installation rebates waived. By law, we must advise you of the following:
- 3.17 In accepting this Service Description you acknowledge that you waive in part your CSG Rights under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 in relation to Ultra with respect to service connection periods.
- 3.18 Please read the following paragraphs carefully. They contain information affecting your rights.
- 3.19 The CSG can be found on the Australian Communications and Media Authority website (www.acma.gov.au).
- 3.20 Part 5 of the Telecommunications (Customer Service Guarantee) Standard 2000 (No.2) allows us to propose that you waive (in this case in part) the protections and rights provided under the CSG.
- 3.21 We are offering a significantly lower connection cost for the Ultra service, but we are only able to do so on the basis that we are not required to meet the CSG in this regard.
- 3.22 By agreeing to this waiver you agree to waive your protections and rights under the CSG with respect to connection times. We require all of our customers to waive their rights and in respect of the CSG connection times.
- 3.23 The protections you are waiving specifically are: the guaranteed maximum connection periods, being the prescribed maximum timeframes within which connection to services should occur.
- 3.24 This waiver will take effect seven days from the date of you agreeing to it, unless you notify us that you no longer wish to waive these rights under the CSG. If you do so notify us, we reserve the right not to provide the service to you, and if we exercise that right, clause 1.3 will apply by reference to the day we decide to do so as if you had cancelled the service on that day. We must make this decision within 2 business days of your notification, and if it has not done so will be deemed to have decided not to provide the service at the close of business on the 2nd day.
- 3.25 By agreeing to waive your protection and rights afforded by the CSG with respect to the maximum connection periods, you will not be able to claim compensation from us for any failure by us to meet the prescribed performance standards for maximum connection periods.

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3.26 All other CSG rights and rebates are available. Please note that the CSG applies only to the analog telephony part of the Ultra service.

4. ULTRA - TELEPHONY SERVICE

General Information

4.1 Ultra provides a traditional analog telephony service suitable for normal residential purposes.

4.2 Ultra 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 Ultra charges page on our Website, and any VAS you choose.

Important Specific Conditions

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

- (a) Long Distance Pre-selection to another carrier is available, but will incur an extra \$5 per month charge on your service. You cannot have Long Distance Pre-selection to Optus, or a provider using the Optus network. Naturally you can use Voice over IP services – including NodePhone - without penalty, as an alternative.
- (b) Ultra is offered as described on our Website, and you acknowledge that the VAS available with Ultra 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 Ultra service is connected.
- (c) You accept that the performance of the Ultra service depends on factors that we cannot always control, and the quality of the service can be affected accordingly. Such matters include, but are not limited to:
 - (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 Ultra service.
 - (E) Inclement weather.

Calling Number Display

4.4 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 can use the 1831 code to block this information on a 'per call' basis;

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- (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.

Directory Listings

- 4.5 Your Ultra telephone number can be either 'listed' – meaning it will be listed in printed and online public telephone directories – or 'unlisted' – ie a silent number. Only one individual can be listed per telephone number.
- 4.6 Please note that no enhanced or business directory listings are available via Ultra, although you can arrange this separately 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.

Fault Reporting

- 4.7 To allow us to be sure of the location of a fault with your Ultra service, we may (before acceptance of a report of any fault with your Ultra service) require you to undertake some basic preliminary testing of your Ultra 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.

Ultra Telephony Charges

- 4.8 Information regarding Ultra call rates, accounts and billing is set out on our Website.
- 4.9 You are responsible for the payment of all Telephony Charges. You acknowledge that we re-bill the Ultra 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 Optus retail rate.
- 4.10 In general monthly recurring charges (such as the Ultra monthly charge) are billed in advance, and usage charges (such as Telephony Charges) are billed in arrears. However we reserve the right to bill in arrears in respect of items that have not been billed in advanced (including for VAS services).
- 4.11 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 3 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).

5. EARLY CANCELLATION CHARGE

- 5.1 UltraBundle and Easy Bundle services are available with either a one month contract with standard setup fees; or a 24 month contract with reduced setup fees. The previous Ultra and UltraLine services were only available on a 24 month contract term.

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- 5.2 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. This early cancellation charge is \$120 during the first 12 months; and \$65 during the second twelve months.
- 5.3 This charge is not applied if you relocate to an Internode ADSL service at another Premises.
- 5.4 Full details on the 24 month contract are available on our Website.
- 5.5 If you cancel your Ultra service, you may not be able to port your telephone number to your new provider. As a general guide, porting of telephone numbers to and from Ultra is available to the Telstra and Optus networks only.