# Our Customer Relationship Agreement Internode TurboFibre FTTB SERVICE DESCRIPTION

Internode Pty Ltd ABN 82 052 008 581

Phone: 13 66 33

1/502 Hay Street, Subiaco WA 6008

#### 24 March 2021

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 TURBOFIBRE FTTB SERVICE DESCRIPTION

- 1.1 This is the Internode TurboFibre FTTB Service Description of our CRA under which we supply an Internode TurboFibre FTTB Service to you. Prior to the activation of your Internode TurboFibre FTTB Service, the terms and conditions of your previous service provider apply. After activation of your Internode TurboFibre FTTB Service, these terms and conditions apply.
- 1.2 The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to your Internode TurboFibre FTTB Service.
- 1.3 This Service Description is applicable for TurboFibre FTTB broadband. For phone services, refer to the applicable phone product Service Description on the Website.

# 2. THE INTERNODE TURBOFIBRE FTTB SERVICE

#### What is the Internode TurboFibre FTTB Service?

- 2.1 The Internode TurboFibre FTTB Service is a broadband Internet service which uses the Fibre to the Building (FTTB) Network to deliver Internet connectivity at the Network Boundary Point at your Premises. The Internode TurboFibre FTTB Service will be delivered to your Premises by either;
  - (a) VDSL2 or;
  - (b) VDSL2 (UBE/OUBE)
- 2.2 Details of service plans and applicable charges are available on our Website.

# Service requirements and restrictions

- 2.3 The Internode TurboFibre FTTB Service is only available within an Internode TurboFibre FTTB serviced building. All Internode TurboFibre FTTB Services are subject to availability and provisioning feasibility. We may refuse to provision an Internode TurboFibre FTTB Service in our absolute discretion.
- 2.4 In order to be able to receive the Internode TurboFibre FTTB Service:

- (a) your Premises must be connected to the FTTB Wholesale Network;
- (b) you must meet all of our System Requirements;
- (c) the Internode TurboFibre FTTB equipment must be installed by FTTB Wholesale or an Internode TurboFibre FTTB Wholesale approved installer;
- (d) using multiple devices in your Premises, you will require an Internode TurboFibre FTTB ready router

# Connecting to the Internode TurboFibre FTTB network

- 2.5 Your Premises must be already connected to the FTTB Wholesale Network in order to receive the Internode TurboFibre FTTB Service. Unless the Internode TurboFibre FTTB is supplied over a separate line to your Existing Service, the supply of the Internode TurboFibre FTTB Service will involve the disconnection of your Existing Service.
- 2.6 Installations may require you to pay charges. Information about Internode TurboFibre FTTB Service installations is provided on our Website.

#### Standard Installations - VDSL2

- 2.7 Subject to any changes in FTTB Wholesale's installation practices, a standard installation of VDSL2 (where relevant) includes:
  - (a) the installation of a Jumper Cable;
  - (b) in all cases, any other equipment which FTTB Wholesale considers is required.

# Standard Installations – VDSL2 (UBE/OUBE)

- 2.8 Subject to any changes in FTTB Wholesale's installation practices, a standard installation of VDSL2 (UBE/OUBE) where relevant includes:
  - (a) the installation of a Jumper Cable;
  - (b) The supply and connection of an NTU (by FTTB Wholesale) or the supply (by us) and connection of (by you) of an NTU;
  - (c) in all cases, any other equipment which FTTB Wholesale considers is required.

# Your Responsibilities During Internode TurboFibre FTTB Installation [VDSL2 (UBE/OUBE) only]

- 2.9 You are responsible for
  - (a) Ensuring that:
    - the NTU is in the same building as the main electric meter or switchboard;
    - (B) the location is cool, dry and ventilated;

- (C) near a dedicated power point; and
- (D) away from busy areas which might cause the unit to be knocked or damaged;
- (b) providing an internal domestic AC 240V socket-outlet in a suitable location for the NTU; and
- (c) connecting Your Equipment or the Required Equipment to the DSL port on the NTU.

#### Special Installation Requirements

- 2.10 If you have any special or non-standard installation requirements, you must ensure that you discuss them clearly with the installation technician. Non-standard installation tasks include but are not limited to installation(s) that is unusual, complex, difficult, or there are safety issues during the installation.
- 2.11 Your preferences may not be suitable if technical requirements are not met. Additional cabling work may increase costs and/or timeframes of your installation and may require a third party if the work is not within FTTB Wholesale's responsibilities. Tasks not within FTTB Wholesale's responsibilities include, but are not limited to:
  - (a) the installation requires building wiring on your side of the main distribution frame; and
  - (b) the installation requires a Telecommunications Outlet in your Premises.

#### 3. GENERAL TERMS APPLICABLE TO ALL INTERNODE TURBOFIBRE FTTB SERVICES

The terms in clauses 4 to **Error! Reference source not found.** of this service description apply to all Internode TurboFibre FTTB Services supplied by us.

#### 4. CONTRACT TERM

We will provide, and you must acquire, the Internode TurboFibre FTTB Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out on the Website. After the end of the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

#### 5. INSTALLATION

#### **Appointments**

- You are responsible for ensuring that you (or an adult authorised by you) are at your Premises for the installation appointment to:
  - (a) provide access to your Premises for the installation work;
  - (b) approve the final location of the installation; and

- (c) approve any additional charges for non-standard installation tasks (if applicable).
- 5.2 You acknowledge and agree that:
  - (a) if you need to reschedule the installation appointment you must give us at least three business days' notice, and that fees may apply for;
    - (A) Missed appointments;
    - (B) Appointments rescheduled by you with less than three business days' notice; and
    - (C) Appointments cancelled by you with less than three business days' notice
  - (b) you are responsible for any additional charges due to a non-standard installation. You will be provided with a quote for any such charges;
  - (c) any 'in roof' work will automatically trigger the need for a non-standard installation due to the inherent safety risks involved;
  - (d) FTTB Wholesale will not guarantee that 'in roof' work will be undertaken; and
  - (e) you will notify the FTTB Wholesale technician if any of the following might affect your installation:
    - (A) any heritage requirements or restrictions;
    - (B) any known or suspected asbestos (commonly used before the 1980s); or
    - (C) any recent pest treatments.

#### Customer cabling and third party services

- 5.3 You acknowledge that:
  - (a) You may need new cabling to connect the location of the NTU to where you intend to use the Service (or other services connected to the NTU). This cabling is not provided as part of the Internode TurboFibre FTTB Service and is your responsibility. This cabling is subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006) and you will need to arrange and pay for the services of an ACMA licensed cabler to install this cabling.
  - (b) You should consider all your future cabling needs (e.g. for a telephone service), as well as the immediate requirement for an Ethernet connection point at a suitable place inside your Premises.
- Where wiring does not exist or you have a fault with your wiring, you can arrange for your own contractor to perform the work required to install or fix this wiring.

5.5 You will be responsible for the cost of any third party services that may be required in relation to the installation of the Service to the Premises (for example an electrician or licensed cabler).

# Access to your Premises

- You agree that you will allow us (or any other person nominated by us, including FTTB Wholesale) safe, efficient and timely access to your Premises when required:
  - (a) to supply the service to you or any other customer;
  - (b) to deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, disconnect, remove or perform any other work on or in relation to part of the FTTB Wholesale Network or any third party network; or
  - (c) for any other reasonable purpose,

for as long as the service is provided to you, and for a reasonable period thereafter as reasonably requested by us or our supplier.

- 5.7 You agree that:
  - (a) you will, upon request, provide any further written consent in a form reasonably required by us in relation to such access; and
  - (b) if you do not control the premises, you will promptly arrange any written consents for access required under this clause.
- If you are not the owner of your Premises, you must obtain the owner's consent for the Internode TurboFibre FTTB Equipment to be installed. You agree that the installation of the Internode TurboFibre FTTB Equipment at the Premises is on the basis of the request that you have made to us and that we have relied upon your authority to make this request. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us relating to our entering the Premises or installing or maintaining any equipment at the Premises pursuant to your request for us to do so.

#### Service activation and delivery of Hardware

- We will notify you of Service Commencement Date via the email address provided on your Application or via SMS to the mobile number provided on your Application.
- 5.10 We will endeavour to deliver any Hardware purchased promptly after approval of your Application.
- 5.11 You acknowledge that we may activate the Internode TurboFibre FTTB Service before delivering the Hardware.
- 5.12 If you notify us that your Hardware contains faulty components, you must give us sufficient information to assess the Hardware including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified on our Website).

### 6. DISCLOSURE OF INFORMATION

You consent to us disclosing any data or information regarding you or your service to third party suppliers (including FTTB Wholesale), as reasonably required by us or our third party suppliers for providing the Internode TurboFibre FTTB Service to you or maintaining networks related to the Internode TurboFibre FTTB Service.

#### 7. PREVIOUS SERVICES

- 7.1 You acknowledge and agree that:
  - (a) the same incentives and benefits (for example, discount plans and any concessions) available from your previous service provider may not be available for the Internode TurboFibre FTTB Service;
  - (b) prior to the date that the Internode TurboFibre FTTB Service is provided by us, any content and/or carriage services provided over the relevant telephone line will be provided by your previous service provider;
  - (c) you will contact your previous service provider in relation to the provision of services and any faults relevant to the telephone line in the period prior to the date that the Internode TurboFibre FTTB Service is provided by us;
  - (d) our staff or representatives and/or your previous service provider may need to access your Premises for the purposes of installation or maintenance work;
  - (e) if you make an application for the Internode TurboFibre FTTB Service, any pending orders in relation to your Existing Service may be cancelled;
  - (f) whether or not we provide the Internode TurboFibre FTTB Service to you is dependent on a number of factors including availability of the service. The availability of the Internode TurboFibre FTTB Service also varies depending on the geographic and technical capability of the underlying Network. If we agree to provide the Internode TurboFibre FTTB Service to you, we will advise you if there is any significant delay during the application process.

## 8. SOFTWARE

8.1 We may choose to provide you with Software for use with the Service.

#### Licence to use

8.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Software subject to this clause 8 and any end user agreement provided with the Software at the time of installation.

#### Restrictions on use

8.3 Where we provide Software to you, you must:

- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional computers corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;
- (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer or create any derivative works based on the Software or merge the Software with any other software, except where permitted by the Copyright Act 1968;
- (c) only use the Software in accordance with our reasonable directions from time to time;
- (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
- (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
- (f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.
- 8.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

#### 9. REQUIRED EQUIPMENT

- 9.1 If we provide you with any of the Required Equipment, risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.
- 9.2 If we do not supply any or all of the Required Equipment to you, you will need to supply all (or the remainder) of the Required Equipment before we can supply the Service to you.
- 9.3 If you choose to supply some or all of the Required Equipment yourself for use with the Service, the operation of such equipment and any repairs to it will be your responsibility.
- 9.4 Where we supply you a modem, we may manage this modem remotely to configure your specific settings and apply relevant firmware upgrades via our servers.

#### 10. FTTB WHOLESALE EQUIPMENT

10.1 Except for customer premises equipment such as internal wiring or equipment that is installed beyond the Network Boundary Point (excluding the NTU), FTTB Wholesale owns the Internode TurboFibre FTTB Equipment. You agree that you will not do anything or authorise anything to be done which might affect the ownership of the Internode TurboFibre FTTB Equipment and that you will comply with all reasonable instructions of us or FTTB Wholesale to protect FTTB Wholesale's ownership of the Internode TurboFibre FTTB Equipment. You agree that without FTTB Wholesale's prior written agreement, you will not remove or obscure any identification marks on the Internode TurboFibre FTTB Equipment.

You agree that the Internode TurboFibre FTTB Equipment will not be altered, repaired, serviced, removed, moved, accessed, tampered with or interfered with by any person who does not have the authority of us or FTTB Wholesale to do so.

- 10.2 You will not create (or attempt to create) any security interest, encumbrance, lien, charge or mortgage over the service or any part of the Internode TurboFibre FTTB Equipment.
- 10.3 You will not interfere with or damage the Internode TurboFibre FTTB Equipment and you will take all reasonable care of the Internode TurboFibre FTTB Equipment.
- 10.4 You are liable for any damage to or removal of the Internode TurboFibre FTTB Equipment, unless the damage or removal is caused by us or our contractors or FTTB Wholesale or its contractors.

#### 11. YOUR EQUIPMENT

- 11.1 You agree to ensure that any equipment used by you in connection with the Service:
  - (a) is approved for use in connection with Australian telecommunications networks;
  - (b) is not used for any purpose other than the purposes for which it was approved; and
  - (c) is maintained in good repair and working condition.
- 11.2 You acknowledge and agree that:
  - (a) equipment that functions on a copper network may not function on Internode TurboFibre FTTB:
  - (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 Internode TurboFibre FTTB service and we accept no responsibility for establishing whether Your Equipment is compatible with your Internode TurboFibre FTTB service. If you are in any doubt you should contact the supplier of Your Equipment;
  - (d) we strongly recommend that you do not use any alarm devices, especially medical alarm devices, with an Internode TurboFibre FTTB service that does not have battery back-up.

### 12. USE OF THE SERVICE

- 12.1 When using the Service you must comply with:
  - (a) our CRA, including clause 4 of the General Terms, and this clause 12; and
  - (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network on which your data transmits.

- Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).
- 12.3 You must ensure that any software you use in relation to the Service is properly licensed.
- 12.4 The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.
- 12.5 All IP addresses provided by us for your use remain our property. Most Services include a dynamic IP address. A new IP address is usually allocated whenever the computer and modem are rebooted. The IP address remains until the next time the computer and modem are switched off. Where provided, you may configure your computer or modem to connect using a static IP address.
- 12.6 We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:
  - (a) deleting transitory data that has been stored on our servers for longer than 90 days;
  - (b) deleting stored email messages that are older than 90 days;
  - (c) rejecting any incoming email messages and attachments that exceed 30 Megabytes (including encapsulation);
  - (d) delivering access and content via proxy servers;
  - (e) limiting the number of addresses to whom an outgoing email can be sent;
  - (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
  - (g) managing the Network to prioritise certain types of Internet traffic over others; and
  - (h) blocking or filtering specific Internet ports.
- 12.7 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 12.8 You may request additional users on the Service in accordance with the Acceptable Use Policy.
- 12.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 12.10 We may monitor use of the Service to investigate a breach (or suspected breach) of the Acceptable Use Policy or upon the request of an authorised authority.

12.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

#### 13. SERVICE CHARGES AND BILLING

#### Service charges

- 13.1 You must pay the charges for the Service set out on our Website and any other charges set out in your Application.
- 13.2 The charges for the Service will depend on the Service options, features and characteristics for each Service option selected by you in your Application.

# Billing

- 13.3 We will bill you for the charges for the Service in accordance with the billing period set out in the Billing Policy.
- 13.4 Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed-paper invoices requested by you may incur a fee as notified by us to you.

# Commencement of charges

13.5 Service charges will accrue from the Service Commencement Date.

# Payment

- 13.6 You must pay the charges for the Service:
  - (a) by direct debit payment from your credit card or nominated bank account; or
  - (b) by an acceptable method as described on your invoice.
- 13.7 If you provide us with your credit card or bank account details for the purposes of paying for the Service, we may:
  - (a) charge any up-front fees agreed to by you when submitting your application;
  - (b) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 13.5;
  - (c) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
  - (d) take steps to verify that there is sufficient funds available on your credit card account to pay for invoiced fees; and
  - (e) charge any applicable Break Fee to your credit card following cancellation of the Service.
- 13.8 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a decline fee (as set out in the Billing Policy).

- 13.9 Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clauses 14.4 to 14.8 of the General Terms, you must continue to pay the charges for the Service even if:
  - (a) your computer is not working;
  - (b) you actively cease using the Service for any reason in circumstances where the Service is available for use; or
  - (c) the Service is unavailable, or has limited availability, for an insignificant period due to a network or system outage.

#### 14. MONTHLY USAGE ALLOWANCE AND SHAPING

# Monthly usage allowance

- 14.1 Each Internode TurboFibre FTTB Plan provides a Monthly Usage Allowance that represents the maximum Usage without Shaping or additional charges during a Billing Month (regardless of the number of days in that month). All traffic is counted towards the Monthly Usage Allowance on the Internode TurboFibre FTTB Service, including any Phone Services supplied over the Internode TurboFibre FTTB (if applicable).
- 14.2 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service ("Billing Month").

# 15. CANCELLATION, SUSPENSION OR VARIATION

#### Cancellation or suspension by us

We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

# Cancellation or suspension by you

- You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 15.3.
- 15.3 If you cancel the Service after service activation but before the end of the Contract Term, the Break Fee set out on our Website will apply. Subject to our Billing Policy, you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related Internode Entity to you.
- 15.4 Internode TurboFibre FTTB Services cannot be suspended by you as there is an on-going cost incurred by us in maintaining the connection with our supplier.

#### **Variations**

15.5 You may vary your Internode TurboFibre FTTB Plan within the Internode TurboFibre FTTB Service range.

- 15.6 If you vary your Service you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 15.7 The variation of your Service or Internode TurboFibre FTTB Plan, will not affect the duration of the Contract Term.

#### 16. MOVING PREMISES

- 16.1 The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing Internode TurboFibre FTTB Service.
- 16.2 If the Service is available at your new Premises:
  - (a) we may accept your Application and provide the Service at your new Premises; and
  - (b) we will charge you a setup fee as specified on our Website.
- 16.3 If the Service is not available at your new Premises and you move before the end of the Contract Term then any applicable Break Fee will apply unless:
  - (a) you elect to obtain an alternate service from us at your new address for the remainder of your existing Contract Term. In these instances, we will waive any applicable Break Fee but we will charge you a set-up fee for the new service, as specified on our Website.

#### 17. CUSTOMER SUPPORT

- 17.1 You acknowledge that:
  - (a) Unless stated expressly otherwise on our Website, we provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.
  - (b) We do not provide technical support for Services under the following conditions:
    - (A) running internal networks connected to the Service except in connection with Hardware that is specifically designed for that purpose;
    - (B) running network services or providing network services to others via the Service;
    - (C) running connectivity software other than Software that we provide to you; or
    - (D) Macintosh operating systems below v10.0.
  - (c) We do not guarantee that the Hardware will be compatible with any network of machines.

- (d) Some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service.
- (e) We cannot guarantee that your connection to the Internet will achieve any specific speed specified on our Website at any given time.
- (f) We will use reasonable care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot guarantee that the Service will be continuous, fault-free or accessible at all times.
- (g) We are unable to provide support for software that was not supplied by us, including software Downloaded from the internet.
- (h) We reserve the right to add, or delete web sites to/from our filter list without prior notice to you.

# Fault reporting and rectification

- 17.2 You agree your Internode TurboFibre FTTB Service is provided to you by us and not FTTB Wholesale and you do not have a contract with FTTB Wholesale. You agree to report to us and specifically NOT to FTTB Wholesale any faults or other issues with the Internode TurboFibre FTTB Service that you are obtaining from us.
- 17.3 If your Internode TurboFibre FTTB Service is faulty, in most cases you will be required to be at the Premises where the Internode TurboFibre FTTB Service is installed for the fault to be fixed. If Internode requires you to be at the Premises during fault fixing, we or our contractor will contact you to arrange a suitable time.
- 17.4 If you lodge a fault on the Internode TurboFibre FTTB Service and a technician has attended your Premises, and the fault is found to be within your own equipment (excluding where the fault is isolated to your wiring under which clause 17.5 applies), you will be required to pay an Incorrect Call-Out Fee (as specified on our Website).
- 17.5 If you lodge a fault on the Internode TurboFibre FTTB Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you can arrange for your own contractor to perform the work required to install or fix this wiring, or you can request that Internode perform the required work. If requested, Internode will arrange a technician to attend your premises for which you must be in attendance, and prior to commencing the work the technician will quote you a Variable Fee for Service based on the work required.
- 17.6 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.

# Warranty

17.7 We provide the warranty periods specified in the Warranty Statement at no extra cost, with equipment we supply to you. The warranty periods do not apply where you have supplied your own modem or other Equipment.

- 17.8 If you notify us of a fault with the modem or other Required Equipment we have supplied to you, within their respective warranty periods, we will repair, replace or provide credit for the faulty item at no cost to you. However, if the fault was caused by:
  - (a) any equipment not provided by us (such as your computer);
  - (b) any interference caused by a Force Majeure Event;
  - (c) any interference with or modification to this equipment or a failure to use it in accordance with the manufacturer's specifications or our instructions; or
  - (d) damage caused by you,

then we will charge you a replacement fee equivalent to the outright purchase cost of the hardware, including associated freight cost.

# 18. LIMITATION OF LIABILITY FOR FTTB WHOLESALE

You agree that, where you acquire an Internode TurboFibre FTTB Service from us under this Service Schedule, any reference to "we", "us" or "our" in the liability provisions contained in clauses 14 and 15 of the General Terms will be interpreted so as to include FTTB Wholesale, its related Bodies Corporate and each of their respective personnel.

#### 19. **DEFINITIONS**

**Application** is defined in clause 2.1 of the General Terms of CRA.

Billing month has the meaning set out in clause 13.2

**Existing Service** means the broadband internet and/or telephony service that we or a related entity supply to you via the copper network at your Premises.

**Hardware** means a kit containing Required Equipment and Software ordered by you in your Application needed to connect to the Service.

**Jumper Cable** means a pair of twisted insulated conductors that connects from the network's side of the main distribution frame to your side of the main distribution frame in an MDU.

**MDU** means a site with a main distribution frame which comprises one or more premises in a single location.

FTTB Wholesale means FTTB Wholesale Pty Ltd ABN 18 087 533 328.

**FTTB Wholesale Network** means the Fibre to the Building network operated by FTTB Wholesale.

**Internode TurboFibre FTTB Equipment** means any equipment, parts and/or facility that we or our Supplier provides as part of or in order to deliver this Service, but excludes any items that you have purchased or Your Equipment.

**Phone Service** is a VoIP service which we may supply with Internode TurboFibre FTTB Services. Specific terms for the FTTB Phone Service are set out in the Internode Group Phone Service Description.

**Network Boundary Point** means your side of the main distribution frame.

**NTU** means a 'Network Termination Unit' which is used to provide a VDSL2 interface from the FTTB Wholesale Network to Your Equipment or the Required Equipment.

**Required Equipment** includes a modem and any other customer premises equipment that is required to access the Service.

**Software** means any software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

**System Requirements** means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our Website.

**Telecommunications Outlet** means the first accessible point your Premises at which Required Equipment can be terminated and connected to a copper pair for the transmission of an Internode TurboFibre FTTB Service.

**Usage** means data that is Downloaded or Uploaded. Please note Traffic may take the form of emails, web requests and web data, File Transfer Protocol (FTP) and other services. If you are connected to the internet then you incur Usage. The Service option and/or Internode TurboFibre FTTB Plan you select will determine how your Usage with us is calculated and billed.

Website means www.internode.on.net/fttb

**Your Equipment** is defined in clause 5.3 of the General Terms of CRA.