

# Our Customer Relationship Agreement

## 5G HOME BROADBAND SERVICE DESCRIPTION

**Internode Pty Ltd** ABN 82 052 008 581

Phone: 13 66 33

1/502 Hay Street, Subiaco WA 6008

**29<sup>th</sup> October 2024**

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Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of this CRA.

### **1. ABOUT THE 5G HOME BROADBAND SERVICE DESCRIPTION**

#### *About our Customer Relationship Agreement*

1.1 This is the 5G Home Broadband Service Description of our Customer Relationship Agreement under which we supply a fixed wireless broadband service to you.

The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the 5G Home Broadband Service.

### **2. THE 5G HOME BROADBAND SERVICE**

#### *What is the 5G Home Broadband Service?*

2.1 The 5G Home Broadband Service provides access to the internet over a Wireless network. The wireless network uses our 5G network.

2.2 Coverage for the 5G Home Broadband Service is not available in all areas. The 5G Home Broadband Service can only be used with an Internode supplied device, which includes a 5G capable SIM card (see clause 3.1 below).

2.3 5G Home Broadband is a data-only broadband service. It does not include a standard phone service.

2.4 For some existing Internode broadband customers with a phone service, 5G Home Broadband offers a Virtual Phone service that allows you to:

- Forward all incoming calls to an alternative phone number of your choosing (Standard Australian landlines/mobiles only).
- Keep your existing phone number, should you wish to switch back to NBN, or switch to a phone service with another provider.
- Note: Making calls and all other phone features will be unavailable.

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### ***Service Requirements***

- 2.5 To receive the Service you must have the equipment referred to in clause 3.
- 2.6 The Service is only available in the areas described in clause 4.
- 2.7 You acknowledge that:
- (a) In areas where the Service is available, it is not technically feasible for us to guarantee the connectivity and speed you will achieve at your location for the reasons referred to in clause 2.7(d) below.
  - (b) We do not provide technical support for Services under the following conditions:
    - (A) running a network connected to the Service;
    - (B) running a network or providing network service to others for the Service;
    - (C) running connectivity software other than that provided by us with equipment we supply to you for use with the Service.
  - (c) Unless expressly stated otherwise by us, we do not guarantee that any device that we provide to you in connection with the Service will be compatible with any particular machines or network of machines.
  - (d) We do not guarantee that your connection to the internet will achieve any specific speed at any given time. Actual speeds and connectivity will vary due to factors such as distance from the network base station, signal strength or obstruction of the antenna's line of sight to the tower, your hardware and software, the number of individual end users using the Service at the same time and the source of the content you are accessing. Speeds may slow when the network is experiencing periods of high usage that cause congestion. During periods of network congestion, we may de-prioritise your Service speeds. This could mean that during periods of congestion some data traffic will receive less priority over other traffic on the network, and you may experience slower Home Wireless speeds as a result.
  - (e) We will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us). This does not limit your rights in relation to Interruptions to the Service set out in clauses 14.4 to 14.8 of the General Terms.

## **3. EQUIPMENT**

### ***The Equipment***

- 3.1 We will provide you with a 5G Home Broadband Modem with an embedded 5G-capable SIM card.

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- 3.2 To connect to the 5G Home Broadband Modem you will need a PC, laptop or other device which can connect to the Internet by means of a wireless connection.
- 3.3 The SIM supplied with the 5G Home Broadband Modem will not work in any other device and must not be removed from the Modem.

### **4. COVERAGE**

#### ***Service availability***

- 4.1 The Service is only available in selected areas on our 5G Network. The 5G Home Broadband service uses this 5G Network and is only for use in the single nominated address. The service will be disconnected if we identify that you have moved to another location. If you wish to move the service address you will need to contact us to check service and network availability at the new location and notify us if you wish to set up your service at your new location.

#### ***Coverage Area***

- 4.2 Coverage will vary depending on your device and location. A service qualification and coverage check based on your address will be conducted before your order is accepted. The service qualification (SQ) check is an indication that your chosen location is within a 5G Home Broadband serviceable area; it does not guarantee that your address is 5G serviceable. We recommend that you position your modem close to a window and away from direct sunlight to maximise signal strength.

### **5. SERVICE FAULTS**

- 5.1 While we will endeavour to make 5G Home Broadband Services available to customers 24 hours a day, 7 days a week, 5G Home Broadband services are not fault free and we cannot guarantee uninterrupted service, or the speed, performance, or quality of the Service. There are many factors outside of our control which affect the 5G Home Broadband service, such as those mentioned in Clause 2.7(d), the performance of third-party suppliers and equipment, Force Majeure events, electromagnetic interference, network congestion, and performance of your equipment. We accept no liability for interruptions to your Mobile Service or for any resulting damage or loss suffered by you or any third party.
- 5.2 We reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the Service. Where possible, we will perform this work during non-peak times.
- 5.3 You must contact us for all queries regarding faults/outages of the service. You must not direct inquiries to third party service providers. We will invoice you for costs incurred by us if you engage a third party for assistance with your service.

### **6. SERVICE CHARGES**

- 6.1 We provide our Services under packages and plans. Our plans typically have periodic fees, usage charges and promotions and may have a minimum term. Our packages, plans and promotions have specific terms and conditions and may be restricted to certain customers such as new, existing, or special needs.

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- 6.2 You must pay us all fees and charges that are incurred in using your Service.
- 6.3 You acknowledge that before entering into the agreement you have received and understood the terms and conditions of your package, plan, applicable promotion(s) and fees and charges.
- 6.4 You may change a plan:
- (a) if your current pricing plan allows you to change, and
  - (b) if you meet the eligibility criteria of the pricing plan to which you are wanting to change (for example, if you are changing from a pricing plan with lower charges to a pricing plan where there are higher charges that you meet the credit requirements of the pricing plan with higher charges), and
  - (c) if applicable, you agree to pay the change of plan fee or other fee which we advise is payable by you for the change of plan.

## **7. USAGE MONITORING**

### ***Other Usage Monitoring***

- 7.1 The 5G Home Broadband Modem that we supply to you may include real time data usage monitoring functionality (**Device Usage Monitoring**). You should use Device Usage Monitoring as a guide only as it may not use the same methods for calculating usage as we do. For example, the Device Usage Monitoring may not monitor both upload and download traffic usage whereas both upload and download traffic counts towards your quota allowance and any excess usage charges.

## **8. PAYMENT**

- 8.1 You must pay the bills by direct debit payments either from your credit card or nominated bank account as determined by us in our sole discretion. If you are unable to pay for your Service by the payment method we stipulate, we may not provide you with the Service. Accounts paid with an American Express or Diners Club card will incur a surcharge of 3% (including GST) of the payment amount respectively when we debit the card. In our absolute discretion, we may not accept payment for some Services by Diners Club.
- 8.2 You must pay the monthly recurring charges in advance.
- 8.3 You agree your bank account will be direct debited or a charge to your credit card will occur even though you may not have had the opportunity to check all applicable charges at least 10 working days before the debit.
- 8.4 If you provide us with your credit card details for the purposes of paying for the Service, we may:
- (a) charge all Service fees to your credit card as set out in your direct debit authorisation.
  - (b) disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and/or
  - (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.

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8.5 If a direct debit payment is declined by your financial institution for any reason, we may impose a decline fee (as set out in the Billing Policy).

### 9. SUPPLIER AND THIRD-PARTY SERVICES

9.1 You acknowledge that:

- (a) the Service relies on the services of suppliers for its operation, who are not controlled by us, and
- (b) we do not exercise any control over, authorise or make any warranty regarding:
  - (A) your right or ability to use, access or transmit any content using the service,
  - (B) the accuracy or completeness of any content which you may use, access, or transmit using the service,
  - (C) the consequences of you using, accessing, or transmitting any content using the service, including without limitation any virus or other harmful software, and
  - (D) any charges which a third party may impose on you in connection with your use of their services accessed via the service.

### 10. CANCELLING AND VARIATIONS

#### *Cancellations*

10.1 Either party may wish to terminate the service, by giving at least 7 days written notice (**Notice period**) to the other party. You must pay for charges for the Service up to the end of the Notice Period. If you terminate the service less than 7 days before your next billing anniversary date, you will still be charged for the next billing period. Any amounts already billed will not be refunded.

10.2 You authorise us to charge all termination fees, including, but not limited to, any early termination charges to your credit card or direct debit account on receipt of your termination notice.

10.3 If you cancel your plan or if your order is withdrawn by us, then:

- (a) for refurbished modems that are issued to you under your plan, we retain full legal title to and beneficial ownership in the modem. The refurbished modem must be returned to us within 21 days of your Plan being cancelled or withdrawn using the prepaid postage service that we provide to you, or
- (b) for all other modems, including new modems that are issued to you under your Plan – if your plan is cancelled or withdrawn within 36 months of connecting, you must return the modem within 21 days of your Plan being cancelled or withdrawn. If you do not return the modem, you will be charged a modem non-return fee. This Modem Non-return fee covers the pro-rated cost of the 5G Home Broadband

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Modem. The Modem Non-return fee is calculated as \$17 multiplied by months remaining in the first 36 months e.g., if you leave after 24 months you would pay \$17 x 12 (the number of remaining months), a total of \$204.

### *Variations*

- 10.4 You may vary your Plan by:
- (a) completing and submitting a new online application form located on our Toolbox or My Account (as applicable to you); or
  - (b) telephoning Customer Support and asking a customer service representative to complete the application form on your behalf.
- 10.5 If you upgrade your Service, the change to your Service will take effect immediately. This will change the anniversary date of your billing cycle.
- 10.6 If you downgrade your Service and the request is submitted:
- (a) 7 days before the end of the current billing period, then it will take effect on the next billing period.
  - (b) within the last 7 days before end of the current billing period, then it will take effect on the billing period after your next one.
- 10.7 If you vary your Service by using the Toolbox or My Account (as applicable to you) referred to in clause 10.4(a), you are responsible for ensuring that the varied Service selected by you meets your requirements.

## 11. MISCELLANEOUS

- 11.1 You use the Service at your own risk, and we take no responsibility for any data downloaded and/or the content stored on your computer or other devices. You agree not to make any claim against us, our suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the service.

## 12. DEFINITIONS

**Service** means the 5G Home Broadband service provided by us.

**SIM** means a portable memory chip used in cellular telephones.

**Modem Non-return fee** means the fee that is charged if you do not return the modem to us within 21 days of your order being withdrawn by us or cancellation of your service and if you cancel your plan within 36 months of connecting. The Modem Non-return fee is calculated as \$17 multiplied by months remaining in the first 36 months.