

# Our Customer Relationship Agreement

## ADSL SERVICE DESCRIPTION

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

Phone: 13 66 33

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 ADSL 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 or Master Services Agreement (as applicable).

1.2 Use of Internode's ADSL Services 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).

1.3 In this Service Description:

**"Wholesale Telecommunications Provider"** means the telecommunications provider that owns the copper local loop that is used to provide an ADSL service to you and/or the telecommunications provider who provides us with wholesale DSLAM ports (or equivalent technology) to enable us to provide a Service to you.

**"Retail Telecommunications Provider"** means the telecommunications provider from whom you or other end users purchase a traditional landline telephone service (or equivalent technology) on the same copper pair (telephone line) that is used to provide the Service to you.

**"Qualified Pair"** means a copper pair (telephone line) which has passed the Wholesale Telecommunications Provider's service qualification and on which a traditional landline telephone service (or equivalent technology) is delivered to you or other end users.

**"Service"** means all types of ADSL services provided by us.

**"ADSL Service"** means one of our ADSL services that is delivered as an overlay on a telephone service. This includes the current products of Easy Broadband, Easy Reach and IBC ADSL services; as well as previously sold Internode Extreme ADSL2+, ADSL Standard and ADSL Fast service.

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### 2. THE SERVICE

- 2.1 The Service offers end to end connectivity from the network boundary point of your Premises to us; and through us to either the global Internet or Internode Business Connect (“**IBC**”).
- 2.2 The Service setup and monthly running costs charged are for the provision of the Service only. Appropriate customer-end ADSL equipment is purchased, maintained and operated by you, and remains your property beyond the termination of any service agreement with us.
- 2.3 You must pay the charges for the Service as specified on our Website at the time of your Application for the Service or otherwise agreed in writing with us. Charges may be varied by advance written notice from us in accordance with our CRA.
- 2.4 If you have an eligible ADSL service (such as Easy Broadband and Easy Reach) delivered via an Internode NodeLine telephone service, you may be eligible for discounted bundle pricing. To qualify for bundled pricing, the phone number relating to the NodeLine service and the eligible ADSL service must be the same, and the bundling discount must be available in your specific geographic location. We may nominate additional eligible ADSL services for bundled pricing from time to time. Discounts will no longer apply if the NodeLine service is terminated for any reason.
- 2.5 You may only connect ADSL equipment to the copper line used for the Service under the following conditions:
- (a) the equipment to be connected must be approved for connection to telecommunications networks in the country in which it is to be connected and must also comply with all applicable regulations;
  - (b) you must comply with any configuration instructions provided by us from time to time; and
  - (c) all telephony equipment (including but not limited to telephones, fax devices, modems, alarm systems, and subscription television phone line connections) on your line at the same time as the ADSL device, will be isolated from the Service (and vice-versa) by the installation of an ADSL line filter or central splitter.
- 2.6 If the Service is an ADSL Service then it is available as an overlay on an existing, operational, telephone service using the Wholesale Telecommunications Provider’s copper local loop. Accordingly, ADSL Services will be terminated immediately if the telephone service on the same physical line is terminated for any reason. In particular please be aware that your ADSL Service will be automatically cancelled by the Wholesale Telecommunications Provider and a new ADSL Service will need to be ordered by you (including a new setup charge) in the following circumstances:
- (a) if your traditional landline telephone service account is cancelled or
  - (b) if you order an ADSL-incompatible product on the telephone line the ADSL is delivered on.

We strongly advise that you contact our sales department to discuss any pending changes to your telephone service prior to making those changes. Please note that if your ADSL Service is terminated in the above circumstances during a contract term you may also be liable to pay an early cancellation charge.

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Services such as Internode Easy Naked and Easy Bundle are not delivered as an overlay on a telephone service, and hence are not similarly affected.

- 2.7 Any transmission speeds referred to by us for the Service refer to the maximum theoretical throughput speed achievable with the Service under ideal conditions (for further information, see our Website). 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 signal attenuation that results from the specific length and specific gauge of copper wire from your premises to the exchange. Note that the line length and resulting signal attenuation may substantially exceed the shortest 'road' distance to the exchange;
  - (b) the number and type of other digital services being used by other customers over copper pairs within the same cable sheath;
  - (c) the quality of the copper wire pair between the exchange and the premises, including but not limited to the presence of high attenuation joints, loss or lack of insulation, water ingress, corrosion, and the presence of bridge taps. Bridge taps refer to the presence of additional spurs of copper lines that may be attached at one or more jointing points along the cable run;
  - (d) electrical interference from outside sources (such as electric motors);
  - (e) the configuration of the copper wiring within the premises (it is recommended that you use a central splitter for optimal performance);
  - (f) the TCP/IP protocol stack and application software configuration on your computer (including but not limited to TCP Window Size configuration);
  - (g) your ADSL hardware, including its tolerance of ADSL interference, and the capacity of its CPU to keep up with the peak data flow rates offered by the Service;
  - (h) the capacity of, load on, and available throughput rate of the remote host that you are accessing; and
  - (i) 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.
- 2.8 No service level commitment is available with Easy, Home or SOHO ADSL services, and while we will use our best endeavours to provide a timely response, no guarantee is offered in respect of the time to provision these services, detect faults, or to repair or restore services which develop a fault. IBC and business ADSL services, as well as Easy services with a Business Pack, offer a service level agreement, and this is documented in the relevant Service Descriptions associated with these products.
- 2.9 The Service may be unavailable on some telephone lines due to the presence of 'technology blockers' such as transformers, amplifiers or 'pair gain' systems. Services may be unavailable on such lines.
- 2.10 The Service may be withdrawn due to 'network modernisation' undertaken by the Wholesale Telecommunications Provider which leads to the removal of a continuous

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copper path between the exchange and your premises. This network modernisation is entirely at the discretion of the Wholesale Telecommunications Provider.

- 2.11 Certain additional Retail Telecommunications Provider services active on the telephone line may preclude the installation or operation of the ADSL Services until or unless those services are removed from the line.
- 2.12 You acknowledge that the availability or performance of the Service and components of the Service may vary, and an individual Service may not be provided, depending on the available capacity of, the geographic location and technical capability of, or other technical matters affecting, the relevant Wholesale Telecommunications Provider networks at the time at which a request for Service is made or the time at which a Service is delivered. For example, there may be limitations on the number of Services which can be supported in respect of a particular geographic area or exchange zone.
- 2.13 Any general statements, maps or other indicators of service availability are a guide only and must not be relied upon as a commitment to provide a Service to a particular physical location.
- 2.14 You will direct all service and performance queries related to the Service to us, and not to the Wholesale Telecommunications Provider or any other party. Calls regarding the Service made to the Wholesale Telecommunications Provider or any party may incur a charge to us, which we shall pass on to you and which you agree to pay in this circumstance.
- 2.15 If the Service is an ADSL Service, we can only supply it over a Qualified Pair, where a Retail Telecommunications Provider supplies operational traditional landline telephone services (or equivalent technology) over the same Qualified Pair, and accordingly:
- (a) you warrant to us that the end user to whom the Retail Telecommunications Provider supplies a traditional landline telephone service using that Qualified Pair ("**End User**") has given their permission for the Service to be provisioned on the line by us; and
  - (b) we will only continue to provide the Service to you for so long as the End User continues to acquire the traditional landline telephone service from the Retail Telecommunications Provider using that Qualified Pair.
- 2.16 The Service will be delivered to customers using our choice of telecommunications infrastructure. Furthermore, we may decide to migrate an existing Service from one infrastructure to another.
- 2.17 Unlimited ADSL services are single location, single connection plans. Should multiple connections be established with this plan, subsequent connections may incur an additional charge of \$1 per connected hour.
- 2.18 The Service is designed to be used only at the physical location you specified when you signed up for the Service. You may have multiple users sharing this single connection. Use of the Service (and quota) in multiple distinct physical locations concurrently is not permitted. Where such usage is detected, we may apply appropriate technical controls or may charge hourly excess usage billing at its discretion (details may be published on our Website). In some physical locations, it is technically possible to operate multiple concurrent PPP connections from the same single physical site, sharing a single ADSL attachment point to do so. Where

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this works, you are welcome to do it. However, please do not rely on this capability as it is not available in all locations and it may cease to work in the future, without warning, in some or all locations where it does currently work.

- 2.19 If network conditions can no longer support the supply of a plan to the provisioned address, we reserve the right to change the Service to a plan with a lower monthly quota and cost. If you disagree with this change, you may request the cancellation of your service with no early termination charge being applied.
- 2.20 If the Service is an ADSL Service then, further to clause 2.6, you also acknowledge that if you change your Retail Telecommunications Provider to a provider that does not use the Wholesale Telecommunications Provider copper local loop, this may cause the cancellation of the Service. You may then be liable for cancellation and setup charges where you request that your Service be re-connected, and such re-connection may not be possible.
- 2.21 The Service is provided 'as-is', and you accept and agree that our liability in relation to the Service is limited under our CRA or Master Services Agreement (as applicable).
- 2.22 A Service which has permanently ceased to work (or is no longer able to be offered) will result in the cessation of all forward service charges to you.
- 2.23 You acknowledge that the installation of a Service may cause temporary disruption in the traditional landline telephone services received by you.
- 2.24 You release and indemnify us from all liability (including third party claims) arising from the following (to the extent that the liability is caused by the provision or cancellation of a Service):
- (a) disruption in the delivery of telephone services;
  - (b) cancellation of the Service for any reason;
  - (c) suspension of the provision of the Service to particular Internet Protocol (IP) addresses;
  - (d) cancellation of, or refusal by the Wholesale Telecommunications Provider to provide, services deemed by Wholesale Telecommunications Provider to be incompatible with the provision of ADSL on the telephone line; or
  - (e) possible breaches of the Telecommunications (Customer Service Guarantee) Standard in respect to these issues.
- 2.25 "**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:
- the 'first socket' (in a free standing premises such as a house); or
  - the 'network termination device' (often fitted externally to newer dwellings, units and small business premises); or
  - the main distribution frame (in a multiple dwelling unit such as an apartment or business premise).

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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.

2.26 You agree that you will:

- (a) not interfere with the normal operation of the Service or any facility, or make either unsafe;
- (b) 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;
- (c) ensure that we or any other relevant third parties (as applicable) are 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
- (d) 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).

2.27 If you do not own, control or have access to the Premises in which the Service is delivered, you must:

- (a) procure for us or any other relevant third-parties (as applicable) all such access to the Premises as may be required by us or any other relevant third-parties (as applicable); and
- (b) indemnify us or any other relevant third-parties (as applicable) against a claim by the owner or occupier of the service Premises, or any other person, in relation to our or any other relevant third-parties' (as applicable) entry onto those Premises.