Our Customer Relationship Agreement
FIBREPHONE SERVICE DESCRIPTION
(Not available since 22/04/2020)

Internode Pty Ltd ABN 82 052 008 581

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18 February 2019

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 FIBREPHONE SERVICE DESCRIPTION

1.1   This Service Description is for Internode's FibrePhone Service, a telephone service delivered via Fibre to the Premises (including Fibre to the Home) services in greenfield estate developments, via the OptiComm and OPENetworks wholesale broadband access networks (**Service**).

1.2   The terms and conditions contained in this Service Description are additional to, and should be read in conjunction with, our CRA.

1.3   Use of the 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

Network Boundary Point means the telephone port on the Network Termination Device at your Premises.

Premises means the location where you intend to use the Service. We can only deliver the Service to Premises that have been preinstalled with the required hardware during original construction. We will deliver your Service to the Network Boundary Point.

Service means Internode's FibrePhone service, a telephone service delivered via Fibre to the Premises (including Fibre to the Home) services in greenfield estate developments, via the OptiComm and OPENetworks wholesale broadband access networks.

3. GENERAL

The Service provides a telephone service delivered over an optical fibre access network to the Premises. The Service is only available in specific estate developments with optical fibre access networks, and to Premises within those developments that have been preinstalled with the required Network Termination Device.

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3.1 **Establishment**

Setup charges may apply when establishing a new Service (full details are available on the Website). Setup includes provisioning of the Service to the Network Boundary Point at your Premises.

It does not include the 'lead in cable' to your Premises or the Network Termination Device. Typically, these components are arranged while the Premises are being constructed, via your builder.

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.

3.2 **Equipment Requirements**

To access the Service, you need to provide an analogue telephone handset or DECT cordless phone system that is compliant with Australian standards.

3.3 **Cancelling an Order**

You can cancel an order for a Service up to a week before the scheduled cutover date, and a $50 cancellation charge will apply.

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 a Service within five working days of the scheduled cutover date, then one month's rental as per the specific Service plan plus the establishment charge will apply.

3.4 **Customer Service Guarantee ("CSG") Waiver**

We requires that you waive in whole your CSG protections and rights in relation to the Service during the sign up process. If you do not agree to the proposed waiver we may refuse to provide the Service. We may cancel an existing service if you do not agree to the proposed waiver and we have connected your Service by mistake. Information about the CSG may be found on the Australian Communications and Media Authority website (www.acma.gov.au).

4. THE SERVICE

4.1 **Telephone Number**

You will be assigned one telephone number per Service; and that number will be within your geographically defined local call zone.

4.2 **Charges**

Information regarding call rates, accounts and billing is set out on our Website.

There is a time delay between you making a call and us processing that call and adding it to your call record. In most cases calls should be added to your call record within an hour of you making the call. However in some rare circumstances this may take up to 2 weeks. This means that you may not always have all the calls you made in an invoice period appear on that invoice.

4.3   **Calling Number Display**

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 may present or withhold your CLI on a per call basis (the default state of CLI presentation is 'Off' although you may change this setting via the "Toolbox" located on our Website)

(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.

4.4   **Directory Listings**

Please note that no directory listings are automatically provided with your Service, although you can arrange this separately with the telephone directory provider/s.

4.5   **Fault Reporting**

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

4.6   **Functionality**

(a)   You may use your Service to make calls to Australian landline telephones (including local calls and long distance calls), calls to any Australian mobile phone and calls to any international destination as described on our Website.

(b)   You may use your Service to receive calls from the public switched telephone network.

(c)   Additional features of the Service are detailed on our Website, described with instructions for use in the Internode FibrePhone telephone service "Toolbox" (an easy-to-use, online configuration tool) located on our Website. For example, such features include voicemail, the ability to divert calls, and the ability to bar certain types of outbound calls such as mobile or international calls from your Service.

(d)   Due to significant incidents of fraud affecting VOIP services, when Internode FibrePhone is operated by the end user at a location outside Australia, calls will be restricted to destinations within Australia only (i.e. calls to all other international destinations will not be permitted).

4.7   **Limitations**

(a)   You acknowledge that while we make all reasonable efforts to ensure continuity of the Service, we make no guarantee that the Service will be either uninterrupted or error-free. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not be able to use the Service at all times.

(b)   You acknowledge and agree to the limitations of the Internode FibrePhone telephone service as described on our Website. The limitations of the Service are the same as the limitations of the Internode FibrePhone telephone service. In summary these limitations are that:

(A)   operator assisted services are not guaranteed;

(B)   directory assistance is not guaranteed. Currently there is no online mechanism to find another customer's Service number without that customer informing you directly;

(C)   calls to any number prefix not explicitly supported and documented on our Website for the Internode FibrePhone service are not available;

(D)   the Service may not operate in the event of a power failure;

(E)   'We do not offer priority assistance, nor support for medi-alert services and monitored alarm systems. Priority assistance is offered by Telstra for people who may be reliant on a telephone service because of a serious medical condition. If you have a medi-alert or priority assistance service or believe that you are eligible, please consider this before proceeding with your order;

(F)   calls to 190 numbers are not available;

(G)   the address-based call routing facility used in certain 13 telephone services is not available with the Service; and

(H)   long distance pre-selection to another carrier is not available.

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