

Our Customer Relationship Agreement

FIBRE TO THE PREMISES SERVICE DESCRIPTION

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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 FIBRE TO THE PREMISES SERVICE DESCRIPTION

- 1.1 This Service Description (previously referred to as the Internode Home Fibre Service Schedule) is for Fibre to the Premises (including Fibre to the Home) services in greenfield estate developments, supplied 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 Ethernet 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 Fibre to the Premises (including Fibre to the Home) services in greenfield estate developments, supplied via the OptiComm and OPENetworks wholesale broadband access networks.

3. GENERAL

The Service provides broadband Internet services 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

You need to provide equipment to access the Service. You acknowledge that:

- (a) this equipment must be obtained (at your cost), maintained and operated by you, and remains your property beyond the termination of any Service agreement with us;
- (b) you will need a 'PPP Client' – this can be software on a personal computer with an Ethernet interface card. However, we highly recommend the use of an Ethernet router for an optimal outcome. We recommend, sell and support a wide range of suitable Ethernet routers (or 'home gateways') for this purpose. ADSL Routers are not suitable for the Service;
- (c) we do not offer technical support for Ethernet routers not sold by us; and
- (d) You must 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.

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.

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4. THE SERVICE

4.1 Overview

The Service offers end to end connectivity from the Network Boundary Point in the Premises via optical fibre to us; and through us to the global Internet.

4.2 Performance

You acknowledge that the performance of the Service is affected by various factors, including the capacity of, load on, access data rate of and specifications of:

- (a) the destination host computer which you are accessing;
- (b) the global Internet links between us and the destination host computer; and
- (c) the backhaul network connecting your community to us.

In addition, local technical factors affecting performance include:

- (a) the hardware that you use to terminate your Fibre to the Premises (“**FTTP**”) broadband connection; for example the capability of your Ethernet router to firewall and address translate at these speeds;
- (b) the performance of your home network; for example FTTP line speeds may be beyond the speeds achievable with wireless local networks; and
- (c) the limitations imposed by the hardware, software and protocol stack operating in your computer.

Hence the speed of the Service can be described in terms of 'theoretical network maximum speeds' - noting that your actual speeds may be slower due to a number of factors beyond our control.

Service plan names may refer to nominal access port speeds determined by our wholesale supplier and are not necessarily indicative of the Internet data transfer speeds the Service will achieve in practice.

Detailed information about the performance of the Service and the factors that affect the speed is available on our Website.

4.3 Service Level

No service-level commitment is available with the Service unless a Business Pack option has been selected. Otherwise, while we will use our best endeavors to provide a timely response, no guarantee is offered in respect of the time to provision the Service, detect faults, or to repair or restore the Service if it develops a fault.

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4.4 Availability

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.

4.5 No Liability

The Service is provided 'as-is', and you accept and agree that you will have no claim for liability or damages, related to the failure to deliver a Service, or the removal or failure of that Service once installed.

4.6 Permanent Failure of Service

A Service which has permanently ceased to work (or ceased to be able to be offered) will result in the cessation of all forward Service charges to you.

4.7 Release and Indemnity

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 Services;
- (b) cancellation of the Service for any reason; and
- (c) suspension of the provision of the Service to particular Internet Protocol (IP) addresses.

4.8 Your Obligations

You agree to:

- (a) not interfere with the normal operation of the Service or any facility, or make either unsafe;
- (b) not access or attempt to access Network Termination Device (or any other equipment used to provide the Service) located on the Premises;
- (c) allow us or any other relevant third-parties (as applicable) safe efficient and timely 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;
- (d) ensure that we or any other relevant third parties (as applicable) are provided with safe, sufficient and timely access to the Premises to enable us or any other relevant third parties (as applicable) to provide the Service or for any other reasonable purpose; and

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- (e) 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).

If you do not own, control or have access to the Premises, 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 Premises, or any other person, in relation to our or any other relevant third-parties (as applicable) entry onto those Premises.

4.9 One Concurrent Router Login

The Service is designed to allow one concurrent router login on one specific physical connection (you can of course have multiple users sharing this connection). Logging in with a username at a different physical location than the location associated with the connection may fail to work or may incur an additional cost of \$1 per connected hour.

5. CONTRACT DURATION AND SERVICE CANCELLATION

5.1 Contract Term

When you submit an Application for the Service (online, by hard copy form or by telephone), you are committing to the term (if any) specified on our Website and in your Application (“**Term**”). Early cancellation charges may apply if you terminate the Service during the Term. Details of the early cancellation charges are available on the Website.

5.2 Continued Supply

Unless you contact us to cancel the Service when your Term ends, we will continue to provide the Service on a monthly basis and you agree to continue paying the charges.

5.3 Moving Premises

If you plan on moving Premises:

- (a) you must let us know as early as possible;
- (b) we cannot guarantee that the Service will be available at your new address; and
- (c) relocation fees may apply. If your Service cannot be relocated, early cancellation charges may apply if you are subject to a Term.

6. SUPPLIER EQUIPMENT

6.1 Your Obligations

You agree that:

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- (a) the Network Termination Device remains the property of us or our wholesale supplier at all times;
- (b) you will not interfere with or damage the Network Termination Device and you will take all reasonable care of the Network Termination Device;
- (c) you will pay replacement or repair charges if the Network Termination Device is damaged or removed for any reason; and
- (d) you will not create (or attempt to create) any security interest, encumbrance, lien, charge or mortgage over the Service or any part of our network or equipment or our wholesale supplier's network or equipment.