

# Our Customer Relationship Agreement

## NBN FIBRE SERVICE DESCRIPTION

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

Phone: 13 66 33

1/502 Hay Street, Subiaco WA 6008

**13 March 2018**

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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 NBN FIBRE 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.
- 1.2 Use of the Internode NBN Fibre 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.
- 1.3 This Service Description is applicable for NBN FTTP, FTTB, FTTC, FTTN, or HFC broadband options (each a 'Service'). For NBN Fixed Wireless services, refer to the NBN Wireless Service Description on the Website. For phone services, refer to the applicable phone product Service Description on the Website.

### **2. DEFINITIONS**

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

**Connecting Cable** means in relation to FTTB, FTTC or FTTN: the copper or aluminium based line that connects from a PCD or building entry point to the Network Boundary Point, NCD, or Passive NTD.

**Existing Service** means the services supplied to you via the copper network at your Premises before the Service is activated.

**FTTB** means a Fibre to the Building service delivered over the National Broadband Network to the Network Boundary Point at your Premises.

**FTTC** means a Fibre to the Curb service delivered over the National Broadband Network to the Network Boundary Point at your Premises.

**FTTN** means a Fibre to the Node service delivered over the National Broadband Network to the Network Boundary Point at your Premises.

**FTTP** means a Fibre to the Premises service delivered over the National Broadband Network Optical Fibre Access Network to the Network Boundary Point at your Premises.

## IINET GROUP CRA – INTERNODE NBN FIBRE SERVICE DESCRIPTION

**FTTP / HFC Build Drop** means the process of installing a fibre (for FTTP) or coaxial (for HFC) lead-in cable from a connection point in the street (aerial or underground) to the nearest practical and safe installation point on the Premises, during the initial construction phase of the FTTP or HFC network.

**FTTP / HFC Demand Install** means the installation activity that occurs when you order a service from us, including the supply and installation of the NTD and PSU. If a FTTP / HFC Build Drop was not performed during the initial construction phase, then the fibre (for FTTP) or coaxial (for HFC) lead-in cable will also be installed.

**Fixed Wireless** means a Fixed Wireless service delivered over the National Broadband Network to the Network Boundary Point at your Premises.

**HFC** means a Hybrid Fibre-Coaxial service delivered over the National Broadband Network to the Network Boundary Point at your Premises.

**Jumper Cable** means in relation to FTTP, FTTC or FTTN: a pair of twisted insulated conductors that connects from NBNCo's side of the main distribution frame to your side of the main distribution frame in an MDU.

**Lead-In** means a line that connects, or is intended to connect, an NBN service to the Network Boundary Point at Your Premises.

**MDU** means a "multi-dwelling unit".

**Minimum Term** means the length of time that you commit to receiving and paying for the service in your application.

**National Broadband Network or NBN** means the network operated by NBNCo.

**NBNCo** means NBN Co Limited ABN 86 136 533 741 or its Related Bodies Corporate.

**NBN Phone Service** means the Internode NBN Phone service, a phone service supplied with the NBN HFC or NBN FTTC Service.

**Network Boundary Point** means the point where the Service is provided to, which is;

- (a) in relation to FTTP, HFC or Fixed Wireless: the Ethernet port on the NBNCo NTD at your Premises;
- (b) in relation to FTTN or FTTP: the first accessible point in your Premises at which Your Equipment can be terminated and connected to a copper pair for the transmission of an NBN FTTP or FTTN Service. For MDUs, this is your side of the main distribution frame.
- (c) in relation to FTTC: the first accessible point in your Premises at which an NBNCo NCD can be terminated and connected to a copper pair for the transmission of an NBN FTTC Service. For MDUs, this is your side of the main distribution frame.

**NTD or NCD** means a 'Network Termination Device' or 'Network Connection Device' which is used to provide an Ethernet interface from NBN's network to Your Equipment.

## IINET GROUP CRA – INTERNODE NBN FIBRE SERVICE DESCRIPTION

**Passive NTD** means a passive or non-powered NTD.

**PCD** means a 'Premises Connection Device' which is used as a connectivity point between the street cable and the cabling in your Premises between the PCD and the NTD.

**PSU** means a 'Power Supply Unit'.

**Premises** means the location where you intend to use the Service. We will deliver your Service to the Network Boundary Point of that Premises.

**Purchased Equipment** is defined in clause 5.5 of the General Terms of CRA.

**Service** means an Internode NBN broadband service as described in this Service Description.

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

### 3. OVERVIEW OF THE SERVICE

- 3.1 The Service provides broadband Internet delivered over the National Broadband Network to your Premises.
- 3.2 Your Premises must be located in an NBN FTTP, HFC, FTTN, FTTC or FTTB service area in order to receive that Service. All Services are subject to availability, installation feasibility and successfully passing a service qualification process. We may refuse to provision the Service in our absolute discretion.
- 3.3 Details of Service plan features, contract terms and applicable charges are available on the Website. Charges may be varied by advance written notice from us in accordance with our CRA.

### 4. CUSTOMER EQUIPMENT REQUIREMENTS

#### 4.1 Your Equipment Requirements

Unless the Service requires Purchased Equipment, you need to provide Your Equipment to access the Service.

You acknowledge that:

- (a) Your 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) Your Equipment must be compatible with, and capable of operating using the underlying protocol of the specific NBN technology that is used to deliver the Service to your Premises, which means:
  - (A) for FTTP, FTTC, HFC or Fixed Wireless: Ethernet
  - (B) for FTTN or FTTB: VDSL2

## **IINET GROUP CRA – INTERNODE NBN FIBRE SERVICE DESCRIPTION**

- (c) We recommend, sell and support compatible broadband routers for this purpose. ADSL routers are not suitable for the Service;
- (d) We do not offer technical support for Your Equipment not sold by us;
- (e) You will ensure that Your Equipment used 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.
- (f) Equipment that functions on a copper network may not function on the National Broadband Network (including telephone handsets, medical alarms, security alarms, EFTPOS machines, fax machines, TTY machines) and we are not responsible for their functioning;
- (g) It is your responsibility to establish whether Your Equipment is compatible with the Service and for which we accept no responsibility. If you are in any doubt you should contact the supplier of Your Equipment; and
- (h) We strongly recommend that you do not use any alarm devices, especially medical alarm devices, with an NBN service that does not have battery back-up.

### **4.2 Purchased Equipment**

- (a) If Purchased Equipment is required by your Service, the Service is provided on the basis that you access the Service using the Purchased Equipment.
- (b) Purchased Equipment becomes Your Equipment upon payment in full, and the requirements in clause 4.1 also apply;

### **4.3 Your Cabling from the Network Boundary Point**

You acknowledge that:

- (a) you may need new cabling to connect from the Network Boundary Point to the location(s) in your Premises where you intend to use the Service (or, if applicable, other services connected to the NTD/NCD). This cabling is subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006); and
- (b) you should consider all your future cabling needs (e.g. for a telephone service), as well as the immediate requirement for a connection point at a suitable place inside your Premises.

## **IINET GROUP CRA – INTERNODE NBN FIBRE SERVICE DESCRIPTION**

### **5. CONSENT REQUIREMENTS FOR YOUR PREMISES**

#### **5.1 Your Consent**

You agree that you will allow us (or any other person nominated by us, including NBNCo) safe, efficient and timely access to your Premises when required:

- (a) to supply the Service to you or any other customer or for any other reasonable purpose;
- (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 NBNCo Network or any third-party network; or
- (c) for as long as the service is provided to you, and for a reasonable period thereafter as reasonably requested by us or our supplier.

#### **5.2 Property Owner Consent**

You acknowledge and agreed that:

- (a) installation may involve physical work at your Premises; and
- (b) you are either the owner of Premises, or you have obtained the written consent of the owner of the Premises to have the Service installed. This written consent must be signed and dated, and provided to us on request.

#### **5.3 Neighbouring Property Consent for Installation of the FTTP / HFC Lead In Cable**

Where an aerial fibre drop cable (irrespective of whether it is for a FTTP / HFC Build Drop or part of a FTTP / HFC Demand Install) will cross a neighbour's property to reach your Premises:

- (a) consent needs to be obtained from the owner of the neighbour's property;
- (b) NBNCo will organise through its contractors to obtain the consent needed when this situation occurs and in the event the neighbour's consent cannot be obtained, NBNCo will attempt to find alternative means of connecting your Premises, whenever possible; and
- (c) the process of identifying the owner of the neighbour's property and obtaining their consent may take time and delay the final activation of your Service.

#### **5.4 Further Consents**

You agree that you will, upon request, promptly arrange any further written consent in a form reasonably required by us in relation to access to your Premises.

## IINET GROUP CRA – INTERNODE NBN FIBRE SERVICE DESCRIPTION

### 6. THE FTTP / HFC INSTALLATION PROCESS

#### 6.1 Standard Installation

The 'Standard Installation' includes us, NBNCo and/or its contractors taking steps to (where relevant):

- (a) determine the closest practical and safe point on the Premises from the street to connect to a small box on the outside of the Premises, the PCD;
- (b) drill a small hole through the wall of the Premises to feed the cable from the PCD through into a wall plate that will be installed inside the Premises. A cable will be run from the wall plate to the NTD;
- (c) connect the NTD PSU into the nearest standard 240V power point to where the NTD is located (this should be within 1.5 metres, and cannot be an extension cord or power board);
- (d) a 12V power supply cable is then connected from the PSU to the NTD (which should be within 1.5 metres of the PSU), and any spare cabling is safely secured;
- (e) for HFC Standard Installations only:
  - (A) if an existing pay tv service is provided via an existing HFC cable installation, an HFC RF Splitter will also be installed to permit continued operation of the existing pay tv service;
  - (B) if there is an existing wall plate for a HFC cable service, then NBNCo will connect the new NBN HFC service to the existing wall plate; and
- (f) test the installation once completed.

For FTTP installations: Refer to NBNCo's 'Preparing for the NBN (Fibre Connections)' document available on our Website for further information. Note: cabling length limits apply which may cause your installation to be "non-standard", in which case additional charges may apply (see clause 6.3).

#### 6.2 Your Responsibilities During FTTP / HFC Installation

You are responsible for:

- (a) discussing your preferences with the installer for where the PSU and NTD will be installed. Please note that your preferences may not be suitable if technical requirements are not met. Requirements include that:
  - (A) the PSU and NTD are 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

## IINET GROUP CRA – INTERNODE NBN FIBRE SERVICE DESCRIPTION

- (D) away from busy areas which might cause the unit to be knocked or damaged;
- (b) ensuring that you (or an adult authorised by you) are at the Premises for the installation appointment to:
  - (A) provide access to the 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);

If you need to reschedule the appointment you must give us 2 Business Days' notice. Fees may apply for missed appointments;

- (c) providing an internal domestic AC 240V socket-outlet in a suitable location for the PSU; and
- (d) connecting Your Equipment or the Purchased Equipment to the applicable NTD port on the NBN NTD.

### 6.3 Special Installation Requirements

You acknowledge and agree that:

- (a) if you have any special or non-standard requirements for installation, you must ensure that you discuss them clearly with the installation technician. Non standard installation tasks include but are not limited to:
  - (A) where the installation is unusual, complex, difficult, or there are safety issues during the installation;
  - (B) the installation is to a point that is not the closest and most direct path from the street; and
  - (C) undergrounding cabling from the street to your Premises where aerial cabling would normally be used;
- (b) you are responsible for any additional charges due to a non-standard installation;
- (c) a quote will be prepared, and once you have considered and agreed to this quotation, the installation will proceed;
- (d) any 'in roof' work will automatically trigger the need for a non-standard installation due to the inherent safety risks involved. NBNCo will not guarantee that 'in roof' work will be undertaken; and
- (e) if you have special installation requirements beyond the Network Boundary Point (eg in Premises cabling), you will need to arrange and pay for the services of an ACMA licensed cabler. This applies to all Premises cabling, such as that used to connect new or existing telephone or data sockets in your Premises to the NTD;

## **IINET GROUP CRA – INTERNODE NBN FIBRE SERVICE DESCRIPTION**

### **6.4 Battery Backup (FTTP services only)**

You acknowledge that:

- (a) you have the option of having battery backup for your FTTP service. The battery backup unit will provide power to the NTD in the event of a mains power outage. Subject to any applicable Consumer Guarantees and clause 14 of our CRA General Terms, we accept no responsibility for any batteries installed in the battery backup unit. You are responsible for maintaining the battery and providing, installing, and maintaining any subsequent or replacement batteries;
- (b) the battery backup unit only operates for as long as the battery lasts which is dependent on a number of factors including the age of the battery and whether it is fully charged;
- (c) the battery backup unit only powers the NTD. This means that if your Service relies on other equipment that requires mains power to function, you will not be able to use your Service during a power outage even if you have a battery backup unit;
- (d) you will not be able to use the FTTP Service at all in a power outage if you do not have a battery backup unit. If you have a battery backup unit you may be able to use a laptop or similar device to access the internet through the NTD during a power outage. In order to do this you would need to connect the laptop to the NTD with an ethernet cable and it may be necessary to re-configure your laptop. You would be able to use the Service for as long as the battery backup unit batteries last and the laptop remains charged;
- (e) any VoIP telephone services that rely on your FTTP Service will not function during a power outage even if you have a battery backup unit, this means you will not be able to use these services to make or receive calls (including calls to emergency service numbers like 000) during a power outage; and
- (f) when considering whether you need a battery backup unit, you should consider the needs of all users of the Service. If you or anyone else in the Premises intends to use a medical or security alarm with your Service, we recommend that you have battery backup. Please be aware that it is your responsibility to ensure that any medical or security alarm equipment that you use will operate during a power outage and that your medical and security alarm equipment is compatible with your NBN service. If you are in any doubt you should contact the supplier of the alarm equipment.

6.5 This standard installation may change due to changes in NBNCo's installation practices.

## **7. THE NBN FTTN / FTTC / FTTB INSTALLATION PROCESS**

7.1 Your Premises needs to be already connected to the National Broadband Network via FTTB, FTTC or FTTN, in order to receive the FTTB, FTTC or FTTN Service.

7.2 Unless FTTB, FTTC or FTTN is supplied over a separate copper line to your Existing Service, the supply of the FTTB, FTTC or FTTN Service will usually involve the

## IINET GROUP CRA – INTERNODE NBN FIBRE SERVICE DESCRIPTION

disconnection of your Existing Service. You acknowledge that disconnection of your Existing Service may include:

- (a) an existing dial-tone based phone service and associated phone number(s). (unless, when ordering this Service, you choose to port your phone number(s) to a NodePhone VoIP service or NBN Phone Service);
- (b) an existing broadband internet service; or
- (c) any other services that are dependent on the operation of your Existing Service.

7.3 Standard installations are done without charge to you. Non-standard, installations may require you to pay charges (see clause 7.5). Information about NBN FTTB, FTTC and FTTN Service installations is provided on our Website.

### Standard Installations

7.4 Subject to any changes in NBNC's installation practices, a standard installation (where relevant) includes:

- (a) if your Premises is an MDU, the installation of a Jumper Cable; or
- (b) if your Premises is not an MDU, the installation of a Lead-In, Connecting Cable, and/or Passive NTD;
- (c) if your Premises is connected via FTTC, the supply (by NBNC or Us) of an NCD; and
- (d) in all cases, any other equipment which NBNC considers necessary.

### Your Responsibilities During FTTC Installation (FTTC Only)

7.5 You are responsible for:

- (a) Ensuring that:
  - (A) the NCD 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 NCD; and
- (c) connecting Your Equipment or the Purchased Equipment to the Ethernet port on the NCD.

### Special Installation Requirements

## **IINET GROUP CRA – INTERNODE NBN FIBRE SERVICE DESCRIPTION**

- 7.6 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:
- (a) where the installation is unusual, complex, difficult, or there are safety issues during the installation; and
  - (b) the installation requires a Lead-In or Connecting Cable that is beyond the length that NBNSCo deems is a Standard Installation.
- 7.7 Your preferences may not be suitable if technical requirements are not met. It is your right to decide where the NBNSCo equipment is installed, but additional cabling work may increase costs and/or timeframes of your installation and may require a third party if the work is not within NBNSCo's responsibilities. Tasks not within NBNSCo's responsibilities include, but are not limited to:
- (a) if the Premises is an MDU and the installation requires building wiring on your side of the main distribution frame.
  - (b) if the Premises is not an MDU and there is not suitable trenching or conduit to install the Lead-In.
- 7.8 You are responsible for any additional charges due to a non-standard installation.

## **8. BROADBAND SERVICES**

### **8.1 Contract Duration and Service Cancellation**

- (a) When you submit an Application for the Service (online or by telephone), you are committing to the Minimum Term (if any) specified on our Website and in your Application. Early termination fees may apply if you terminate the Service during the Minimum Term. Details of early termination fees are available on the Website.
- (b) Unless you contact us to cancel the Service when your Minimum Term ends, we will continue to provide the Service on a monthly basis and you agree to continue paying the charges. At the end of your Minimum Term we may by prior notice to you vary the charges. If you do not agree to such changes you will not be obliged to continue receiving the Service.

### **8.2 Broadband Speeds**

You acknowledge that:

- (a) the performance of your service is affected by various factors, including the capacity of, load on, and specifications of:
  - (A) the destination host computer which you are accessing;
  - (B) the global Internet links between us and the destination host computer;
  - (C) the backhaul network connecting your Premises to us;

## **IINET GROUP CRA – INTERNODE NBN FIBRE SERVICE DESCRIPTION**

- (D) your own software and hardware used in conjunction with the Service;
  - (E) for Services delivered via FTTB, FTTC or FTTN: the length and quality of the Connecting Cable, Jumper Cable Lead-In and any other applicable cabling from your Premises to the National Broadband Network infrastructure.
- (b) the plan names for this Service may refer to nominal NBN access port speeds determined by NBNCο and are not necessarily indicative of the Internet data transfer speeds the Service will achieve in practice; and
  - (c) detailed information about the performance of the Service and the factors that affect the speed is available on our Website.

### **8.3 Churn**

Please note that at this stage, the 'broadband churn' process may not be available for some technologies. This means that if you wish to change to another broadband services provider, you may need to cancel the Service and order a new connection with another service provider. This may result in an outage of your broadband service.

### **8.4 Plan Changes**

You can request a change to your broadband plan (in terms of speed and/or quota) at any time; these will be actioned on your monthly service rollover date.

### **8.5 Moving Premises**

If you plan on moving from the Premises:

- (a) you need to 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 the Service cannot be relocated, early termination fees may apply if you are subject to a Minimum Term.

## **9. GENERAL CONDITIONS**

### **9.1 Your relationship with us**

You agree that:

- (a) the Service is provided by Internode Pty Ltd;
- (b) you do not have any service contract with NBNCο.

### **9.2 Limitation of Liability for NBNCο**

In addition to the limitation of liability provisions contained in our CRA, the limitation of liability shall be extended to exclude all liability (to the extent permitted by law) of NBNCο, its related bodies corporate and each of their respective Personnel, arising from or in connection with the Service or NBNCο equipment.

## IINET GROUP CRA – INTERNODE NBN FIBRE SERVICE DESCRIPTION

### 9.3 Service Faults

- (a) You agree to report to us – and specifically NOT to NBNCo - any faults or other issues with the Service that you are obtaining from us.
- (b) You agree to reasonably co-operate in the resolution of the fault, for example by providing information on the status lights of your NTD/NCD, or facilitating access to your property by a technician.
- (c) You understand and agree that any faults or other issues for services delivered via the NBN but not provided by us, must be reported to the applicable service provider of that service, and not us.

For example: If you receive your NBN service and a pay tv service over HFC, you will need to raise faults or other issues relating to your pay tv service with your pay tv service provider, not us.

### 9.4 Supplier Equipment

You agree that:

- (a) If installed, the NTD/NCD, power supply and power supply cabling (**Supplier Equipment**) remain at all times our property, or the property of the wholesale network operator (as applicable);
- (b) you will not interfere with or damage Supplier Equipment and you will take all reasonable care of the Supplier Equipment;
- (c) replacement charges will be charged if Supplier Equipment installed at the Premises 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 supplier's network or equipment.

### 9.5 No Interference

You agree that you will:

- (a) not interfere with the normal operation of the Service or any facility, or make either unsafe; and
- (b) not access or attempt to access the NTD/NCD (or any other equipment used to provide the Service) located on your Premises.

### 9.6 No Resale of Bandwidth

Internode broadband services provide access for personal and immediate family or business use only. You may not resell the Service in any manner without express written permission from us.

## **IINET GROUP CRA – INTERNODE NBN FIBRE SERVICE DESCRIPTION**

### **9.7 Single Location Only**

Internode broadband services are 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 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.

### **9.8 Disclosure of Information**

You consent to us disclosing any data or information regarding you or your Service to third party suppliers (including NBNCo), as reasonably required by us or our third party suppliers to provide the Service to you or to maintain networks related to the Service.