

# Our Customer Relationship Agreement

## NBN WIRELESS 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 in the body of this Service Description.

### 1. ABOUT THE NBN WIRELESS 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 Wireless Service (**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

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

**Network Boundary Point** means the Ethernet port on the Wireless Network Termination Device at your Premises.

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

**Priority Services** means priority assistance, emergency calling, critical medical or similar services.

**Service** means an Internode NBN Wireless service.

### 3. OVERVIEW OF THE SERVICE

- 3.1 The Service provides broadband Internet delivered over a fixed wireless broadband access network to your Premises.
- 3.2 The Service will be provided in your premises which must be located in an NBN Wireless service area. All services are subject to availability, installation feasibility and successfully passing a service qualification process. We may refuse to provision an NBN Wireless Service in its absolute discretion.

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- 3.3 Details of Service plan features, contract terms and applicable charges are available on our Website. Charges may be varied by advance written notice from us in accordance with our CRA.

### **4. CUSTOMER EQUIPMENT REQUIREMENTS**

You need to provide equipment to access the Service, and you acknowledge that:

- (a) this equipment must be obtained, maintained and operated by you (at your cost), and remains your property beyond the termination of any Service agreement with us;
- (b) we recommend, sell and support a wide range of suitable Ethernet Routers (or 'home gateways') for this purpose. ADSL Routers are not suitable for NBN Wireless Services;
- (c) we do not offer technical support for Ethernet Routers not sold by us; and
- (d) you will 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.

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

#### **5.1 Installation Appointment**

After we have received your order, an appointment will be made with you by NBNCo for the installation of the Service during standard business hours. You will need to be at your Premises to provide access as required for the installation technicians.

#### **5.2 Your Consent**

You agree that you will allow us (or any other person nominated by us, including NBNCo Limited) 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.

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### **5.3 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.

### **5.4 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.

## **6. THE INSTALLATION PROCESS**

### **6.1 Standard Installation**

The 'Standard Installation' includes us, NBNC Co and/or its contractors taking steps to:

- (a) install the Wireless Outdoor Antenna Unit on the outside of your Premises. A number of installation options are available (such as 'hockey stick' on fascia board or wall; tripod installation on roof) and this will depend on the specifics of your Premises;
- (b) install the Wireless Network Termination Device inside your Premises;
- (c) connect an Ethernet cable from the Wireless Outdoor Antenna Unit, via a Wall Plate to the Wireless Network Termination Device. In a standard installation, this is within 30 metres of the Wireless Antenna;
- (d) connect the Wireless Network Termination Device to a 'plug pack' power supply unit, connected to the nearest standard 240V power point to where NTD is located. You are responsible for providing an internal domestic AC 240V 10A socket-outlet in a suitable location for this installation; and
- (e) turn on and test the signal strength and operation of the Network Termination Device.

Please refer to the documentation available on our Website if you require further information on this process.

### **6.2 Network Boundary Point**

You acknowledge that:

- (a) the Network Boundary Point is defined as the Ethernet port on the Wireless Network Termination Device; and
- (b) you may need new cabling to connect this port(s) to the location(s) in the premises where you intend to use the Service (or other services connected to the

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NTD). This cabling is subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006).

### 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;
- (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. NBNC0 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 data sockets in your Premises to the Wireless Network Termination Device.

## 7. BROADBAND SERVICES

### 7.1 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 our 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.

### 7.2 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;

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- (C) the backhaul network connecting your community to us; and
- (D) your own software and hardware used in conjunction with the Service;
- (b) NBN Service plan names may refer to nominal NBN access port speeds determined by NBNCo 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 Web Site.

### 7.3 Service Requirements and Restrictions

Where you use an NBN Fixed Wireless Service and your usage falls within certain parameters set by NBN Co, your download or upload speeds may be impacted by NBN Co's enforcement of its fair use policy. This could mean you may, from time to time, experience slower speeds depending on your usage, the time of day and the type of applications you are using.

### 7.4 Churn

Please note that at this stage, the 'broadband churn' process is not available. 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.

### 7.5 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.

### 7.6 Moving Premises

If you plan on moving 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 your service cannot be relocated, early termination fees may apply if you are subject to a Minimum Term

## 8. GENERAL CONDITIONS

### 8.1 Your relationship with us

You agree that:

- (a) your service is provided by Internode Pty Ltd;
- (b) you do not have any service contract with NBNCo Limited.

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### **8.2 Limitation of Liability for NBN Co Limited**

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 NBN Co Limited (NBNC), its related bodies corporate and each of their respective Personnel, arising from or in connection with the Service or NBNC equipment.

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### 8.3 Service Faults

- (a) No service-level commitment is available with Internode NBN 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.
- (b) 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. You agree to reasonably co-operate in the resolution of the fault, for example by providing information on the status lights of your Wireless Network Termination Device, or facilitating access to your property by a technician.

### 8.4 Supplier Equipment

You agree that:

- (a) the Wireless Network Termination unit, Wireless Outdoor Antenna Unit, mast, power supply and power supply cabling (“**Supplier Equipment**”) remain at all times the property of us or the wholesale network operator;
- (b) you will not interfere with or damage Supplier Equipment and you will take all reasonable care of the Supplier Equipment;
- (c) replacement charges may will be charged if such equipment 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.

### 8.5 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 Wireless Network Termination Device (or any other equipment used to provide the Service) located on your Premises.

### 8.6 No Resale of Bandwidth

The Service provides 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.

### 8.7 Single Location Only

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 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.

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### 8.8 Disclosure of Information

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