

OUR CUSTOMER RELATIONSHIP AGREEMENT

iiNet Limited
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SECTION A: GENERAL TERMS

Our Customer Relationship Agreement SECTION A: GENERAL TERMS

This Customer Relationship Agreement (**CRA**) is between you and iiNet Limited (**iiNet**) or any Related iiNet Entity which supplies the Service to you (**we, us, our**).

Capitalised words used in these General Terms have the meanings set out in clause 21.1. These General Terms must be interpreted in accordance with clause 21.2.

1. OUR CUSTOMER RELATIONSHIP AGREEMENT (CRA)

What is our CRA?

- 1.1 Our CRA is our standard form of agreement setting out the terms and conditions on which we supply our services and products to you. Under the Telecommunications Legislation, you and we must comply with our CRA.
- 1.2 Our CRA comprises of the following:
- (a) Your Application;
 - (b) Section A – the General Terms which apply to all services and to all customers;
 - (c) Section B – Service Descriptions which each set out our standard service description for a particular Service and specific terms and conditions which apply to a particular Service (for example, connecting the Service, use and restrictions on use of the Service and customer support);
 - (d) Section C – Pricing Schedule which specifies our rate plans, pricing and charges for each Service, together with specific Service features and warranty information about each Service; and
 - (e) Section D – Fair Use Policy that applies to particular Services, promotions and/or customers.

If there is any inconsistency between any of the terms of our CRA, the order of precedence will be your Application, the Service Description, these General Terms and the Pricing Schedule, except that clauses 15 and 16 of the General Terms always prevail over all other terms in our CRA.

Changes to our CRA

- 1.3 In this fast moving industry, we may need to change the CRA from time to time. This may be done without your agreement.

Subject to clause 1.6, if we make any change which will be detrimental to you, we will notify you at least 30 days before the proposed change takes effect by:

- (a) mail (to the last address that you have given to us);
- (b) email (to the last email address that you have given to us and provided you have agreed for us to tell you about changes to our CRA by email); and/or

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- (c) a message on your next bill.

We will also provide notice of the change on our Website.

- 1.4 Subject to clause 1.6, if we make any change to our CRA and such a change has a detrimental impact on you that is not minor, you may cancel the affected Services by giving notice to us within 42 days after the date we give you notice under clause 1.3. You will not incur any Break Fee or other charges as a result of a cancellation in accordance with this clause 1.4, except for:
 - (a) usage based charges or other variable charges incurred up to the date of cancellation; and
 - (b) installation fees and costs of equipment we have provided to you that you have not paid for (as long as the equipment can be used in connection with services supplied by another provider).
- 1.5 If you give a cancellation notice to us within the notice period required by clause 1.4, the proposed change will not apply to you. We will issue a corrected invoice or adjustment note as appropriate and, if you have overpaid as a result of the change to our CRA, credit your account with the overpayment or, if you have cancelled your Service with us, refund the overpayment promptly after deduction of any other amounts due by you to us or a Related iiNet Entity.
- 1.6 We do not need to give you 30 days' notice of our proposed changes or give you a right to cancel the Service under clause 1.4 in relation to:
 - (a) urgent changes we are required to make:
 - (A) by law;
 - (B) for security reasons; or
 - (C) for technical reasons necessary to protect the integrity of our network;
 - (b) the introduction of a new charge or an increase in an existing charge:
 - (A) due to an additional tax or levy imposed by law; or
 - (B) for ancillary services such as credit card transaction fees and direct debit charges (provided we have offered you a reasonable alternative at the same or lesser cost to the original charge);
 - (c) increases in charges due to increases imposed on us by other Suppliers for the following types of Services and charges:
 - (A) international carriage services (including for voice and data services) the current rates for which are available on our Website;
 - (B) content and premium services (including 1900 prefix services) which we resell to you from a third party, including where we collect fees from you on behalf of that third party; and

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- (d) changes to applicable On & Off Peak timeframes in accordance with clause 4.11, in order to manage traffic and ensure maximum Network performance;

Where practicable to do so, we will give you reasonable notice of the changes referred to in this clause 1.6 by one of the methods of giving notice listed in clause 1.3.

- 1.7 If we reasonably consider that a change to any term of our CRA is likely to benefit you or have a neutral impact on you, we can make the change immediately and do not need to tell you before making the change. However we will notify you within a reasonable time after making the change by one of the methods of giving notice listed in clause 1.3.
- 1.8 If a change to the CRA made under clause 1.7 has more than a minor detrimental impact on you (for example, because of your particular circumstances or pattern of usage of the Service) we will permit you to cancel the Service in accordance with clause 1.4 and 1.5.

2. YOUR APPLICATION FOR SERVICE

- 2.1 The Service that you have selected is described in the Service Description applicable to the Service you have selected.

Making an Application

- 2.2 You may make an Application for supply of a Service by:
 - (a) completing and submitting an online application form located on our Website; or
 - (b) telephone by asking our customer representative to complete the application form on your behalf and to read the Material Terms to you.
- 2.3 Subject to our acceptance of your Application in accordance with clause 2.4, our CRA commences on:
 - (a) if you apply online, the date you submit the application form;
 - (b) if you sign an application form, the date you sign the application form;
 - (c) if you apply by telephone and the Material Terms are read to you, on the date you accept the Material Terms and the remaining terms of our CRA will commence on the Service Commencement Date;
 - (d) in any other case, the date on which you begin using the Service.

Accepting your Application

- 2.4 When you request us to supply a Service to you, we decide whether to accept your Application and to supply the Service to you based on:
 - (a) the particular terms for that Service;
 - (b) your eligibility for that Service;

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- (c) its availability to you;
- (d) you meeting our credit requirements;
- (e) the accuracy of the information you provide to us; and
- (f) your prior conduct or history in respect of any previous supply by us or any Related iiNet Entity of any goods or services to you, including your compliance with the relevant terms and conditions under which those goods or services were supplied.

2.5 Please ensure that you carefully check the telephone number you provide in your Application. An incorrect number will result in charges for any calls made on the line you have nominated. This may also mean you will be paying for someone else's telephone calls. In the event you have provided an incorrect phone number, we will not take responsibility or accept liability for any errors made or costs incurred.

3. THE PREMISES AND CONNECTING THE SERVICE

Access

3.1 In order to provide the Service to you, we may need access to the Premises. You agree to provide us with safe and prompt access to the Premises:

- (a) to install any equipment for a Service you have requested;
- (b) to inspect, test, maintain, modify, repair or replace any equipment; and
- (c) to recover Our Equipment after the Service is cancelled.

Owner's permission

3.2 If you do not own the Premises, you must obtain the owner's permission for us to access the Premises and install and maintain any equipment. You must notify us immediately when you receive that permission. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us relating to our entering the Premises or installing or maintaining any equipment at the Premises on reliance on any representation made by you that you have obtained that permission.

Connecting the Service

3.3 We will connect the Service in accordance with the relevant Service Description, or if no connection timeframe is specified, within a reasonable time.

3.4 We decide the route and technical means to be used to provide the Service.

4. USING THE SERVICE

Comply with all laws

4.1 In using the Service, you must comply with all laws and all directions by a Regulatory Authority and reasonable directions by us.

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Prohibited uses

- 4.2 You, and any person who accesses your Service, must not use, or attempt to use, the Service:
- (a) to commit an offence or to infringe another person's rights;
 - (b) in any way which damages or interferes (or threatens to damage or interfere) with the operation of a Service or with the efficiency of our Network or a Supplier's Network (including because you have inadequate capacity);
 - (c) in any way which makes it unsafe or which may damage any property or injure or kill any person;
 - (d) to transmit, publish or communicate any material which is defamatory, offensive, objectionable, indecent, abusive, menacing, threatening, harassing or unsolicited;
 - (e) for illegal purposes or practices; or
 - (f) in any way which breaches our Fair Use Policy.

Your responsibility

- 4.3 You are responsible for and must pay for any use of the Service, including in circumstances where you have not authorised such use but such unauthorised use has arisen out of your negligent or wrongful act or omission, and you will continue to be liable for all charges relating to any use of the Service if you allow another person to occupy the Premises or use the Service. Also, if you do not disconnect the Service when you leave the Premises or transfer legal responsibility for the Service in accordance with clause 18.1, you must pay for any use of the Service by later occupants or others. Any person who uses the Service, or allows someone else to use it, after you have vacated the Premises, is jointly and individually liable with you for any charges relating to that use.

Testing and Interception

- 4.4 You authorise us to scan or conduct any assurance testing of the security of the Network and/or your Service (including Your Equipment and any IP address ranges allocated to you in connection with the Service) for the purposes of helping you improve the security of the use of your Service, but we are not obligated to do so.
- 4.5 You acknowledge that we may be required by law to intercept communications over the Service and may (but are not obligated to) monitor your usage of the Service and communications sent over it for the purposes of ensuring your compliance with our CRA and our compliance with the law, and with any request or direction of a Regulatory Authority, a law enforcement authority or other authority. In this regard the terms of our privacy policy are also enforced. The privacy policy is located on our Website for your reference.

Freezone

- 4.6 There are certain sites on the Internet (**Exempted Sites**) from which you can Download without the Usage counting towards your Monthly Usage Allowance and, if

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you do reach your Monthly Usage Allowance, downloads from these Exempted Sites are not affected by Excess Usage Charges or Shaping and can continue to be downloaded at High Speed. A list of these Exempted Sites can be found at https://iihelp.iinet.net.au/Freezone_content_guide. We may, at our discretion, make changes to this list from time to time.

- 4.7 Some Exempted Sites contain links to content that is external to the Exempted Sites and this external content will be included in your Monthly Usage Allowance.
- 4.8 Only Downloads from Exempted Sites are excluded from your Monthly Usage Allowance. Data uploaded to Exempted Sites is counted towards your Monthly Usage Allowance.
- 4.9 Content purchased from the iTunes Store (Australia only) will not be counted towards your Monthly Usage Allowance. Podcasts and feature film trailers delivered via iTunes will be counted towards your Monthly Usage Allowance. All traffic incurred by usage of iTunes Stores outside of Australia will count towards your Monthly Usage Allowance. Apple Computer Australia Pty Ltd provides the iTunes Store service. Apple Computer Australia Pty Ltd provides all charging and support of the service.
- 4.10 It is illegal to copy, or redistribute content available through the iTunes Store (Australia).

On & Off Peak periods

- 4.11 The use of On & Off Peak periods serves to distribute the volume of traffic traversing across the Network at different times to ensure maximum performance of the Network to your benefit.

The On & Off Peak periods are set according to the Network traffic at particular times and may change from time to time. You will be notified of any changes to the On & Off Peak periods.

For plans that do not include Anytime quota, your total data allowance is split into the maximum you can download during the On Peak hours of the day; plus an allowance you can download during the Off Peak hours of the day. The Peak and Off-Peak periods are different for each product plan as described under the relevant plan in Section C: Pricing Schedule.

Network Optimisation

- 4.12 You must not connect to the iiNet Network using a Username and Password other than those provided for your specific connection. A breach of this clause constitutes a material breach of our CRA.
- 4.13 During Off Peak periods iiNet reserves the right to prioritise applications and the use of those applications, in order to optimise Network performance. Network optimisation is determined by total Network usage, and is not based on an individual customer's use of various services/applications.
- 4.14 Applications will be prioritised based on whether the performance of the application is time-sensitive (i.e. the need for real-time usage of the application) and whether it requires a minimum throughput speed. Applications such as streaming video, voice, mail, web, Virtual Private Networking (VPN), Gaming, Video on demand (VoD),

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Internet Protocol Television (IPTV) and other similar applications will therefore be prioritised over non-time sensitive applications such as File Transfer Protocol (FTP) and file Downloading. For example, your Netphone1 service will be prioritised over any Downloading you do, thereby maintaining the quality of your Netphone1 service.

5. EQUIPMENT

Our Equipment

5.1 To enable you to use the Service, we may loan or Rent equipment to you (**Our Equipment**). Charges for any of Our Equipment that you Rent are invoiced in accordance with Clause 8.

5.2 Where we provide Our Equipment to you in connection with the Service:

- (a) ownership or title in Our Equipment is not transferred to you; even after the expiry of any contract period;
- (b) you are responsible for Our Equipment from the time it is delivered to you and must pay us for any loss or damage to Our Equipment, except to the extent that it is caused by us or by fair wear and tear;
- (c) you must comply with our reasonable directions relating to our rights of ownership of Our Equipment;
- (d) you must only use Our Equipment in accordance with the manufacturer's specifications and our reasonable written directions;
- (e) you must not part with possession of Our Equipment except to us and you must not mortgage or grant a charge, lien or encumbrance over any of Our Equipment;
- (f) you must allow us to inspect, test, service, modify, repair, remove or replace Our Equipment, or to recover it after the Service is cancelled;
- (g) you must ensure that Our Equipment will not be altered, repaired, serviced, moved or disconnected except by service personnel approved by us;
- (h) you must ensure that you have all necessary consents and approvals (including landlord approval where applicable) necessary or desirable for us to deliver, install and maintain Our Equipment at the Premises; and
- (i) you must provide adequate and suitable space, power supply and environment for all Our Equipment located on the Premises.

Your Equipment

5.3 You must ensure that all equipment you own, or which is owned by a third party and leased or licensed to you, and which you use in connection with the Service, other than Our Equipment (**Your Equipment**) complies with all laws and relevant technical standards issued by a Regulatory Authority and all reasonable directions by us, including making any changes to Your Equipment to avoid any danger or interference it may cause.

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Disconnection of Your Equipment

- 5.4 If you do not comply with any of your obligations under clause 5.3, we may disconnect Your Equipment from the Service or require you to do so. We will try to give you reasonable notice before disconnection but may immediately disconnect your Service in an emergency.

Purchased Equipment

- 5.5 You may purchase equipment from us for use in connection with the Service (**Purchased Equipment**). Title to the Purchased Equipment passes to you when you pay for it in full. You will be responsible for the Purchased Equipment from when it is delivered to your nominated delivery address.
- 5.6 If you purchase the wrong equipment, you may exchange it provided that it is returned to us undamaged and complete with all components and with the packaging intact, within 14 days of delivery to your nominated delivery address. To help cover our costs, a restocking fee will apply as specified in the Pricing Schedule.

6. QUALITY AND MAINTENANCE

Standard of services

- 6.1 Subject to the Consumer Guarantees and your rights under clause 15.2, we aim to provide, but do not guarantee, continuous or fault-free service.

Maintenance

- 6.2 We may conduct maintenance on any of our Network, Our Equipment, or Facilities. We will try to conduct scheduled maintenance outside normal business hours but may not always be able to do so. We may also suspend the supply of the Service in accordance with clause 13.3(c).

Faults caused by You, Your Equipment or by other Suppliers

- 6.3 Before reporting a fault to us, you must take reasonable steps to ensure that the fault is not a fault in any of Your Equipment. We are not responsible for rectifying any fault in the Service where the fault arises in or is caused by another Supplier's Network or by Your Equipment and the fault does not arise or was not caused by us or Our Equipment.
- 6.4 If you report a fault in the Service and ask us to come to the Premises to repair it and, once at the Premises, we determine (in our reasonable opinion) that the Service is not faulty or the fault is associated with Your Equipment rather than the Service, we may charge you an incorrect call-out fee (as specified in the Pricing Schedule) and, if you request us to repair Your Equipment, our reasonable charges for such repair.
- 6.5 We can charge you for repairing a fault if it is caused by something you do (or do not do), or by something someone else using the Service (with your express or implied authority) does (or does not do), intentionally, recklessly or negligently.

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Maintenance of Your Equipment

- 6.6 You are responsible for the proper functioning and security of Your Equipment. You must maintain and repair all of Your Equipment used in connection with the Service.
- 6.7 iiNet will manage your BoB modem remotely to configure your specific settings and apply relevant firmware upgrades via the iiNet servers.

7. CHARGES

Pricing Schedule

- 7.1 The charges for the Service are set out in our Pricing Schedule (or in the terms of an applicable Special Offer under clauses 7.5 and 7.6) and any additional charges are set out in your Application.
- 7.2 You must pay all charges for the Service in accordance with the Service Description and the Pricing Schedule. Charges for the Service accrue from no later than the Service Commencement Date.
- 7.3 We may charge you an additional amount to service, modify, repair, or replace the Service or any equipment you use in connection with the Service, as a result of:
- (a) a breach of our CRA by you;
 - (b) a negligent or fraudulent act or omission by you, a person with your express or implied authority, or by any of your employees, agents or contractors;
 - (c) a failure of any of Your Equipment arising out of an act or omission by you, a person with your express or implied authority, or by any of your employees, agents or contractors; or
 - (d) a failure or fluctuation in electrical power supply arising out of an act or omission by you, any person with your express or implied authority, or by any of your employees, agents or contractors,

and we will provide you with details of the additional amount prior to commencing the service repair or replacement.

- 7.4 In order to provide some services to you (for example, international calls or premium services calls), we enter into arrangements with other Suppliers. You acknowledge that our charges to you for the Service may vary as a result of a variation of a Supplier's charges to us for these types of services, and that we may pass on any additional charges a Supplier charges to us for these types of services in accordance with clause 1.6.

Special offers

- 7.5 From time to time we may make special offers (**Specials Offers**) in connection with the Service. These Special Offers may be notified in a general advertisement or specifically offered to you and may be subject to certain conditions, including:
- (a) a variation by us of the price or the terms of supply (including any Contract Term); or

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- (b) a requirement that you acquire all relevant Services for a minimum Contract Term and pay a Break Fee if you cancel the service before the end of that minimum Contract Term.

7.6 You may accept a Special Offer in the way notified by us (which may include completing and submitting an Application). If you validly accept a Special Offer, the terms of that Special Offer will prevail to the extent of any inconsistency over those which would otherwise apply in our CRA, and will apply until the expiry of the Special Offer as notified by us. In all other respects, the terms and conditions of our CRA continue to apply. After the expiry of the Special Offer, the Special Offer pricing and terms will cease to be available and, unless we give you reasonable notice otherwise, the terms of our CRA will apply thereafter.

8. BILLING AND PAYMENT

Bills

8.1 We may bill you:

- (a) for recurring or fixed charges, in advance (for example, line rental charges);
- (b) for variable charges, in arrears (for example, call charges - call charges can take up to 6 months to appear on your invoice);
- (c) for installation or set-up charges, after installation;
- (d) for any equipment you purchase or Rent from us;
- (e) for any other charges set out in your Application or the Pricing Schedule, in accordance with the Pricing Schedule or the Service Description.
- (f) using another invoice in the same month for billing alignment purposes where applicable; and
- (g) for any amount owing to a Related iiNet Ltd entity in accordance with clause 8.10.

8.2 We will bill you in accordance with the billing period described in the Service Description or the Pricing Schedule. We can also issue an interim bill in the following circumstances:

- (a) You change your existing plan;
- (b) You request a new service to be connected;
- (c) You relocate an existing service;
- (d) You request to be invoiced for any 'unbilled' charges.

8.3 Bills will be calculated by reference to data recorded, logged or received by our Suppliers and us. You acknowledge that in calculating charges we need only look at that data as recorded, logged or received by our Suppliers or us.

8.4 We try to include all charges relating to a billing period on that bill. Where that does not happen, bills may include charges from previous billing periods except where

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such charges have been billed more than 190 days from the date the charge was incurred by you.

- 8.5 We may reissue any bill if any error is subsequently discovered. If you have overpaid as a result of a billing error, your account will be credited with the overpayment or, if you have stopped acquiring the Service from us, we will refund the overpayment promptly after your request and after deduction of any other amounts due by you to us or a Related iiNet Entity.
- 8.6 Subject to clause 9 (Billing Disputes), you must pay each amount billed by the due date specified in the bill and in the manner specified in the Service Description or the Pricing Schedule.

Credit card and direct debit payments

- 8.7 If you choose to pay by direct debit or credit card, you must give us at least 14 days prior notice if you no longer wish to pay by direct debit or credit card. Paying by American Express or a Diners Club card will incur a levy charge as outlined in the Pricing Schedule.

Late or dishonoured payments

- 8.8 If you do not pay an invoice by its due date, then:
- (a) we may charge you a late fee equal to 3% per annum calculated on the daily balance of the unpaid amount from the due date until the date of payment in full;
 - (b) you must pay our reasonable expenses and costs in recovering payment from you such as the costs incurred by engaging a mercantile agent to collect the overdue amounts; and
 - (c) we can suspend or cancel the Service in accordance with clause 13.2(a);

provided that we will not charge the fees specified in paragraphs (a) or (b) of this clause if you can reasonably satisfy us that payment of the bill was not made (or processed by us) on or before the due date for payment as a result of our act or omission.

- 8.9 If you pay a bill:
- (a) by direct debit and there are insufficient funds in the account; or
 - (b) by cheque and the cheque is dishonoured;

you may be required to pay an additional decline fee (as specified in the Pricing Schedule).

Right of set-off

- 8.10 If you owe to a Related iiNet Entity an outstanding debt which is not the subject of a valid billing dispute and you no longer acquire a service from that Related iiNet Entity, we may apply the debt to your current iiNet account and bill you for it. You must pay the outstanding amount by the due date specified on your bill or we may take action in accordance with clause 8.8.

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9. BILLING DISPUTES

- 9.1 If you wish to dispute a charge or fee in a bill, you must follow the complaint handling process described on our Website at: https://iihelp.iinet.net.au/Complaints_escalation_process.
- 9.2 If you raise what we reasonably consider to be a genuine billing complaint before the due date on the bill:
- (a) your obligation to pay the disputed charge or fee may be suspended pending our investigation and resolution of the dispute; and
 - (b) you must pay all non-disputed amounts in the bill in accordance with clause 8.

10. GST

Charges not expressed to be GST inclusive

- 10.1 If GST is imposed on any supply we make to you under our CRA and the charges, or other consideration, payable for the supply are not expressed to be inclusive of GST, you must pay to us an additional amount calculated by multiplying the value of that GST-exclusive consideration (without deduction or set-off) by the prevailing GST rate. We will issue a tax invoice to you for any supply on which GST is imposed. This clause applies if you ordinarily reside in a State or Territory within Australia.

Penalties and Interest

- 10.2 Where we become liable for any penalties or interest as a result of the late payment of GST due to your failure to comply with the terms of our CRA (including this clause 10) or your obligations under any applicable law, then you must pay to us an additional amount equal to those penalties and interest.

11. PERSONAL INFORMATION

Collection of your Personal Information

- 11.1 We may collect Personal information about you and in accordance with our privacy policy for the purposes set out in clause 11.3 from:
- (a) you directly, when you provide information by phone or in application forms, or when you submit your personal details through our web sites;
 - (b) our employees, agents, contractors, or Suppliers;
 - (c) a Related iiNet Entity;
 - (d) a credit reporting agency, credit provider or fraud-checking agency;
 - (e) your representatives;
 - (f) other telecommunication and information service providers; and
 - (g) publicly available sources of information.

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Disclosure of Your Personal Information

11.2 We may disclose Personal Information about you for the purposes set out in clause 11.3 to:

- (a) our employees, agents or contractors;
- (b) a Related iiNet Entity;
- (c) Suppliers who need access to the Personal Information to provide us with services that enable us to supply the Service to you;
- (d) a credit reporting agency, credit provider or fraud-checking agency;
- (e) our professional advisers, including our accountants, auditors and lawyers;
- (f) other telecommunication and information service providers (for example, if you obtain services from other providers, we may need to disclose your personal information for billing purposes);
- (g) your authorised representatives or your legal advisers (for example, when requested by you to do so); or
- (h) government and Regulatory Authorities and other organisations, as required or authorised by law (for example, to the operator of the Integrated Public Number Database (IPND), which supplies information for telephone directories and to law enforcement agencies for purposes relating to the enforcement of criminal and other laws.

Use of your personal information

11.3 We may collect, use and disclose Personal Information about you for the purposes of:

- (a) verifying your identity;
- (b) assisting you to subscribe to our services and the services of iiNet Related Entities;
- (c) providing the services you require from us and from iiNet Related Entities;
- (d) administering and managing those services, including billing, account management and debt collection;
- (e) conducting appropriate checks for credit-worthiness and for fraud;
- (f) determining whether to provide to you (or to cease or limit the provision to you of) trade, personal or commercial credit and the ongoing credit management of your account;
- (g) researching and developing our services;
- (h) business planning;
- (i) providing your Personal Information to the manager of the Integrated Public Number Database (IPND) for the Approved Purposes; and

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- (j) promoting and marketing our services, products and Special Offers to you and the products and services of Related iiNet Entities, unless you request that we do not use your personal information in this way (for example, by choosing to 'opt-out' at the time your information is collected by us, or by contacting the Customer Service Centre at anytime on 13 22 58).

- 11.4 Access to Personal Information If you are a natural person (i.e. an individual), you are entitled to access your Personal Information held by us, unless we are permitted or required by law to refuse such access.

Failure to supply Personal Information

- 11.5 If you choose not to provide all or part of the Personal Information we request, we may not be able to provide you with the Services requested by you, or we may refuse to provide, or limit the provision to you of, any Service or personal or commercial credit requested by you.
- 11.6 By providing Personal Information to us and acquiring the Service, you acknowledge and consent to the collection, use and disclosure of your Personal Information as set out in this clause 11 and in accordance with our privacy policy. A copy of our privacy policy is available at our offices or on our Website.

12. VARIATIONS TO THE SERVICE

Variations requested by you

- 12.1 If you request a variation to the Service and we, in our discretion, make that variation, then:
- (a) different charges may apply to the varied Service in accordance with the Pricing Schedule;
 - (b) a Downgrade Fee may apply to the varied Service as notified to you by us and as set out in the relevant Service Description or in the Pricing Schedule.

13. CANCELLING OR SUSPENDING THE SERVICE

Cancellation by us with notice

- 13.1 We may, without liability, cancel the Service:
- (a) if there is no Contract Term specified in your Application or the Service Description, at any time by giving 30 days notice to you;
 - (b) if a Contract Term is specified in your Application or the Service Description, at any time after the end of the Contract Term by giving 30 days notice to you; or
 - (c) if we reasonably determine that it is not technically or operationally feasible to supply the Service to you, at any time prior to the Service Commencement Date by giving you notice.

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Suspension events caused by your default or conduct

- 13.2 Subject to our obligation to give you notice (if applicable) as set out in clause 13.5, we may immediately suspend, cancel or restrict the supply of the Service to you if:
- (a) you fail to pay any amount owing to us by the due date and you fail to pay that amount within 7 days after we give you notice requiring payment of that amount, except that we may not give you such notice in respect of an amount which is validly disputed in accordance with clause 9 until after we have completed the investigations referred to in clause 9;
 - (b) you breach a material term (other than a breach which separately gives rise to rights under this clause 13.2) and that breach is not capable of remedy;
 - (c) you breach a material term (other than a breach which separately gives rise to rights under this clause 13.2) and, where that breach is capable of remedy, you do not remedy that breach within 14 days after we give you notice requiring you to do so;
 - (d) you become bankrupt or Insolvent or appear likely to do so and we reasonably believe that it is unlikely that we will receive or retain amounts due and payable by you under our CRA;
 - (e) you vacate the Premises or you die;
 - (f) in the case of a partnership, on dissolution or on the filing of an application to dissolve the partnership, we reasonably believe that it is unlikely that we will receive or retain amounts due and payable by you under our CRA;
 - (g) you breach any of clauses 4.1, 4.2, 4.12 or 5.3 or your obligations relating to the use of the Service under the Service Description;
 - (h) we reasonably suspect fraud or other illegal conduct by you or any other person in connection with the Service;
 - (i) we reasonably believe a threat or risk exists to the security of the Service or the integrity of our Network or a Supplier's Network and that threat or risk is caused directly or indirectly by you;
 - (j) you resell the Service or otherwise act as a Carriage Service Provider;
 - (k) subject to clause 13.5(b), we reasonably consider you to be a credit risk; or
 - (l) we are entitled to under another provision of our CRA, and that entitlement arises by reason of your default or conduct under this CRA.

Suspension events not caused by your default or conduct

- 13.3 Subject to our obligation to give you notice (if applicable) as set out in clause 13.5, we may immediately suspend, cancel or restrict the supply of the Service to you if:
- (a) a Supplier terminates its agreement with us, or ceases to supply services to us, and we are not able to provide the Service using services of an alternate Supplier on terms reasonably acceptable to us;

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- (b) there is an emergency;
- (c) doing so is necessary to maintain, repair or restore any part of our Network or a Supplier's Network used to supply the Service, or for other operational reasons;
- (d) we are required by law or in order to comply with an order, direction or request of a Regulatory Authority or an emergency services organisation;
- (e) the ACCC issues us with a competition notice (as that term is used in the *Competition and Consumer Act 2010*) in respect of the Service or we reasonably anticipate that it may do so;
- (f) providing the Service to you may be illegal or we reasonably anticipate that it may become illegal;
- (g) a Force Majeure Event prevents us from supplying the Service in accordance with our CRA for more than 14 days;
- (h) we reasonably believe that there is a threat or risk to the security of the Service or the integrity of our Network or a Supplier's Network and that threat or risk is not caused directly or indirectly by you; or
- (i) we are entitled to under another provision of our CRA.

13.4 If we suspend the Service under clauses 13.2 or 13.3, we may later cancel the Service for the same or a different reason (subject to the relevant provisions of our CRA).

Notice

13.5 Before exercising any of our rights under clauses 13.2 to 13.4, we:

- (a) will try to give you reasonable notice in any of the circumstances referred to in clauses 13.2(b), (d), (e), (f) and 13.3(a), (c), (d), (e), (f), (g) and (h);
- (b) will give you at least 5 Business Days' notice in the event of clause 13.2(k);
- (c) may be unable to give you notice in the event of an emergency. We will, however, try to provide as much notice as possible; and
- (d) will not be required to give you notice if we exercise our rights by reason of the circumstances referred to in clause 13.2(g), (h), (i), or (j).

Cancellation or suspension by you

13.6 Except as provided otherwise in the Service Description for your Service, you may cancel the Service without liability, by giving us notice:

- (a) at any time, if there is no Contract Term specified in the Service Description or your Application;
- (b) if a Contract Term is specified in the Service Description or your Application, at any time after the end of the Contract Term;
- (c) if:

SECTION A: GENERAL TERMS

- (A) we have breached a material term of our CRA and that breach is not capable of remedy; or
 - (B) we have breached a material term of our CRA and that breach is capable of remedy but we failed to remedy that breach within 14 days after you first gave us notice requiring us to do so, or
 - (d) of at least 14 days where there has been a prolonged Interruption to the Service lasting for more than 10 days, or more than one reported Interruption in a 12 month period. This clause does not apply to Interruptions which occur because of:
 - (A) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clause 13.2;
 - (B) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed at clause 13.3(b), (c), (d), (g) or (i);
 - (C) a fault or other event which may reasonably be attributed directly or indirectly to Your Equipment; or
 - (D) your acts or omissions.
- 13.7 If you cancel your Service in accordance with clause 13.6(d) prior to the end of the Contract Term and we have supplied you with equipment under a Special Offer on the condition that you acquired the Service for the full Contract Term then:
- (a) if we supplied the equipment free of charge, you must:
 - (A) return the equipment to us; or
 - (B) retain the equipment and pay for it in full; or
 - (b) if we supplied the equipment at a discount, you must:
 - (A) return the equipment to us and we will reimburse you the purchase price paid by you, or
 - (B) retain the equipment and pay us an amount equivalent to the discount we gave you.
- 13.8 You may cancel the Service for any reason before the end of the Contract Term by giving written notice to us but you may be required to pay a Break Fee in accordance with clause 14.3(b) and the Pricing Schedule.
- 13.9 You may ask us to suspend the Service by giving notice to us. We will try to do so within a reasonable period if it is a Service for which suspension is an option. ADSL Services cannot be suspended.

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14. CONSEQUENCES OF SUSPENSION AND CANCELLATION

Consequences of suspension

- 14.1 If the Service is suspended in accordance with our CRA, then you will not have to pay any charges for the Service while it is suspended. However, if the Service is suspended by reason of any of the circumstances referred to in clause 13.2, you must pay a reconnection fee as set out in Section C of this CRA prior to the expiration of the suspension and recommencement of the Service.
- 14.2 If we reconnect a Service that has been cancelled, you may have to pay us a reconnection fee. You will not be required to pay a reconnection fee if the Service was cancelled pursuant to clauses 13.3, 13.6(c) or 13.6(d) or due to our fault or negligence.

Consequences of cancellation

- 14.3 If the Service is cancelled in accordance with our CRA (other than in accordance with clauses 13.1(c), 13.3, 13.6(c) or 13.6(d)):
- (a) before the Service Commencement Date, we can charge you any costs reasonably incurred by us in preparing to provide it to you; and
 - (b) during the Contract Term, you must pay to us the Break Fee.
- 14.4 If the Service is cancelled you still have to pay all charges incurred before cancellation. We will refund any overpayment on your account and any money that you have paid in advance for the cancelled Service on a pro-rata basis to you (excludes Call Packs). However, subject to clause 9 (Billing Disputes), we can deduct from your refund any amount that you owe to us, such as charges you have incurred before cancellation or any applicable Break Fee.
- 14.5 In the event that there is credit remaining on your account at the time of cancellation, you will receive the credit via your listed credit card without being charged the Handling Fee. We reserve the right to charge any associated merchant fees, as they are a reflection of the costs incurred by us to prepare the refund for you. If a cheque or other method of refund is required, a Handling Fee is payable.
- 14.6 On cancellation of the Service:
- (a) because of any of the circumstances listed at clause 13.2, you will, at your cost, immediately stop using and return to us, or allow us to remove, any of Our Equipment. You must pay all outstanding amounts in a lump sum for any Purchased Equipment which you have not fully paid for at the date of cancellation,
 - (b) because of any of the circumstances listed at clause 13.3, or clauses 13.6(c) or (d), subject to clause 13.7, you will, at your cost, immediately stop using and return to us, or allow us to remove, any of Our Equipment. We will refund any amounts already paid by you for any equipment that you have purchased but not fully paid for at the date of cancellation, if that equipment cannot be used with other telecommunications providers' services. Where the equipment can be used with other telecommunications providers' services, no refund is applicable and you must pay all outstanding amounts in a lump sum.

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We will not credit you with any refund under this clause 14.6(b) until after you have returned the equipment to us and we have assessed that the returned equipment has not been damaged by more than fair wear and tear.

- (c) you will, at your cost, return to us all other material of ours (including any software) on the Premises or in your possession or control;
- (d) unless our CRA expressly states otherwise, each person's accrued rights and obligations are not affected;
- (e) you must immediately stop using the Service; and
- (f) the parts of our CRA which are by their nature intended to survive cancellation will continue unaffected, including clause 3.1 (Access), clause 3.2 (Owner's permission), clauses 5.2 to 5.4 (Equipment), clause 8 (Billing and Payment), clause 9 (Billing Disputes), clause 10 (GST), clause 11 (Personal Information), this clause 14 (Consequences of Suspension and Cancellation), clause 15 (Our liability to You), clause 16 (Your Liability to Us), clause 17 (Telephone Numbers and Public Addressing Identifiers), clause 18 (Assignment and Subcontracting), clause 19 (General) and clause 21 (Definitions and Interpretation).

15. OUR LIABILITY TO YOU

Consumer Guarantees

- 15.1 We agree to provide Services to you subject only to the terms, conditions and warranties contained in this CRA and the Consumer Guarantees. Any liability that we might otherwise have to you in connection with our CRA or Service is expressly excluded.

For example, there are Consumer Guarantees that we will provide the Service to you with due care and skill, and that Our Equipment and Purchased Equipment will be of acceptable quality.

Interruption to the Service

- 15.2 Subject to clause 15.3, in the case of Interruptions to the Service, we will comply with our obligations under the Australian Consumer Law by offering you:
- (a) a refund or rebate for the period of the Interruption (calculated in accordance with the Service Description for the Service); and
 - (b) where the Interruption is caused by our breach of a Consumer Guarantee, compensation for any reasonably foreseeable loss incurred.
- 15.3 The refund or rebate in clause 15.2(a) does not apply to Interruptions which occur because of:
- (a) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clause 13.2;
 - (b) a fault or other event which may reasonably be attributed directly or indirectly to Your Equipment;

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- (c) your acts or omissions; or
 - (d) scheduled maintenance to our Network, a Supplier's Network, Our Equipment or Purchased Equipment for less than 1 hour.
- 15.4 Except for liability which is expressly accepted by us under this clause 15 and any liability we have under the Australian Consumer Law, we exclude all other liability to you (whether based in contract, tort (including negligence) or otherwise) for suspending the Service where we do so in accordance with our CRA.
- 15.5 To receive the rebate or compensation set out in clause 15.2, you must contact our Customer Service Centre on 13 22 58 and lodge a complaint about the Interruption.

Contributory Loss

- 15.6 Our liability for any loss, cost, liability or damage suffered or incurred by you under or in connection with our CRA or the Service (whether based in contract, tort (including negligence), statute or otherwise) is reduced to the extent that your acts or omissions or Your Equipment (or the acts, omissions or equipment of a third person) caused or contributed to that loss, cost, liability or damage.

Consequential Loss

- 15.7 We exclude any liability to you for any Consequential Loss suffered or incurred by you, except to the extent that you are entitled to recover your reasonably foreseeable loss under the Australian Consumer Law.

Acts of a Supplier

- 15.8 We accept liability to you for the acts of our agents in accordance with the principles of vicarious liability at common law. However, to the extent permitted by law, we have no liability to you or to any other person for the acts, omissions or defaults of any Supplier who is not acting as our agent, or any person who provides goods or services directly to you for use in connection with a Service.

Force Majeure Event

- 15.9 We are not liable for failing to comply with any of our obligations under our CRA if a Force Majeure Event occurs which prevents us from performing those obligations.

16. YOUR LIABILITY TO US

Joint customers

- 16.1 If you and one or more others are the customer for a Service, each of you is jointly and individually responsible for all charges and other obligations relating to that Service.

Indemnity

- 16.2 You must pay us for any loss, damage, cost or liability including reasonable legal costs (but excluding any Consequential Loss) we suffer or incur relating to:
- (a) the use (or attempted use) of the Service; or

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(b) equipment used in connection with the Service, and
arising out of your (or any person acting with your express or implied authority) breach of this CRA or negligent acts or omissions.

16.3 You must ensure that any person who you allow to use the Service, or to whom you ask us to supply the Service directly, complies with our CRA as if they were you.

17. TELEPHONE NUMBERS AND PUBLIC ADDRESSING IDENTIFIERS

17.1 The Telecommunications Number Plan 1997 (Cth) sets out rules for issuing, transferring and changing telephone numbers. You and we must comply with the Telecommunications Number Plan.

17.2 In addition to telephone numbers, the Service may use other identifiers such as an IP address or domain name ("**Public Addressing Identifiers**"). You must comply with the requirements of any Regulatory Authority or other body which administers Public Addressing Identifiers.

17.3 You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Number Plan allows us to recover the number from you.

17.4 You acknowledge and agree that:

- (a) we do not control the allocation of Public Addressing Identifiers;
- (b) we are not liable to you if we are required to change, withdraw, suspend or re-assign any Public Addressing Identifier as a result of any direction given by a Regulatory Authority or other body which administers Public Addressing Identifiers; and
- (c) on cancellation of the Service, your right to use a Public Addressing Identifier may cease.

18. ASSIGNMENT AND SUBCONTRACTING

18.1 You may not assign or transfer or otherwise deal with any of your rights or obligations under this CRA without our prior written consent.

18.2 We may assign some or all of our rights under our CRA to any person.

18.3 We may transfer some or all of our obligations under this CRA to:

- (a) a Related iiNet Entity; or
- (b) a purchaser of iiNet's business,

on condition that the transferee agrees to provide the Service to you on materially the same terms and conditions of our CRA.

18.4 We may perform any of our obligations under the CRA by arranging for them to be performed by another person. We will still be responsible for the performance of the obligations.

SECTION A: GENERAL TERMS

- 18.5 Otherwise, we may transfer or deal with our obligations under our CRA on terms to which you consent.

19. GENERAL

Confidentiality

- 19.1 You and we each agree to keep confidential the other's Confidential Information. You and we will not use or disclose the other's Confidential Information for any purpose, other than:
- (a) to the extent necessary to perform obligations or exercise rights under our CRA;
 - (b) to the extent disclosure is required by law or the listing rules of a stock exchange or a direction by a Regulatory Authority; or
 - (c) to professional advisors in connection with our CRA.

- 19.2 For clarity, we may refer to you as a customer of ours in our press releases, or in our marketing sales or financial material or reports.

Notices

- 19.3 A notice, approval or consent to be issued under the CRA must be in writing, except for variations by us, for which notice can be given in accordance with the *Telecommunications Act* (set out in clause 1.3). In the absence of evidence to the contrary, such notice, approval or consent will be taken to be received:
- (a) if left at the address of the addressee, at the time it was left;
 - (b) if sent by ordinary post, on the third day after posting;
 - (c) if sent by express post, on the next day; and
 - (d) if sent by facsimile or electronic transmission, at the time when the machine on which the notice is sent, reports in writing that the notice has been transmitted satisfactorily.

Waiver

- 19.4 If we have a right arising out of a breach by you of our CRA and we do not exercise that right, we do not waive that right, unless we do so in writing signed by us, or our right to insist on performance of that or any other obligation at any other time.

Severance

- 19.5 If a provision of CRA is void, voidable or unenforceable in any jurisdiction, it will be severed and the remainder of our CRA will not be affected.

Intellectual Property

- 19.6 You do not own or have any legal interest in any of our intellectual property or in any telephone number, IP address, domain name, personal identification number or other locator or identifier issued by us to you.

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Authority

- 19.7 If you have a business Service, you agree that if we need your consent to undertake certain actions then, provided we act in good faith, we may rely upon the authority of any of your employees, who tell us that they are authorised to provide that consent on your behalf. For residential Services, you must inform us if you want another person to have authority to access or make changes to your Service or account. We will not let another person access your account unless we have received your authority to do so.

Entire Agreement

- 19.8 This CRA contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties in connection with it.

No Reliance

- 19.9 You acknowledge that:
- (a) advice from our staff is given in good faith and with the best of intention, however we do not represent that our staff are experts in the operation of your computer hardware or software. Subject to the Consumer Guarantees, you undertake to act on any advice given by any iiNet staff member at your own risk;
 - (b) we make reasonable efforts to ensure that the information on our Website is correct and up to date. However, we do not warrant the accuracy of that material.

Governing Law

- 19.10 Our CRA is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which you ordinarily reside or do business (as stated in your Application). You and we agree to submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.

20. WHAT IS THE FAIR CONTRACT GUARANTEE?

When you agree to a fixed term contract, you are agreeing to retain your service for a set period of time called the Contract Term. However, our fair contract guarantee ensures you always have access to our best plans.

The fair contract guarantee allows you change up and down between plans at any time without breaking your Contract Term.

If you upgrade your plan we will absorb the administration costs. However if you downgrade to a plan of equal or lesser value, then a Downgrade Fee as set out in the Pricing Schedule will apply.

If you break your Contract before the Contract Term you will be required to pay the fees set out in Section C the Pricing Schedule of this Agreement.

SECTION A: GENERAL TERMS

21. DEFINITION AND INTERPRETATION

21.1 In our CRA:

Application means your completed application form for the supply of a Service that has been accepted by us in accordance with clause 2;

Approved Purposes means:

- (a) providing directory assistance services;
- (b) providing operator services or operator assistance services;
- (c) publishing and maintaining public number directories;
- (d) providing location dependent carriage services;
- (e) the operation of emergency call services or assisting emergency services under Part 8 of the *Telecommunications (Consumer Protection and Service Standards) Act 1997*;
- (f) assisting enforcement agencies or safeguarding national security under Parts 14 and 15 of the *Telecommunications Act 1997* or any other applicable legal requirement;
- (g) verifying the accuracy of information provided by the data provider and held in the Integrated Public Number Database against the information the data provider holds;
- (h) undertaking research of a kind specified in the Telecommunications IPND - Permitted Research Purposes Instrument 2007;
- (i) assisting the Australian Communications and Media Authority, or its nominee, to verify the accuracy and completeness of information held in the IPND; and
- (j) any other purposes where permitted by the *Telecommunications Act 1997*, and any other applicable laws.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010*.

Break Fee means the relevant cancellation fee or termination charge (if any) calculated in accordance with the Pricing Schedule, a Service Description or any appendix to the Service Description.

Business Day means a day that is not a Saturday, Sunday or gazetted public holiday in Perth, Western Australia.

Carriage Service Provider has the meaning given by section 87 of the *Telecommunications Act 1997*.

Confidential Information of a person means all information of that person ("Owner") of a confidential nature, which another person ("Recipient") first becomes aware, whether before or after the date of the original Application, either through

SECTION A: GENERAL TERMS

disclosure by the Owner to the Recipient or otherwise through the Recipient's involvement with the Owner. Confidential Information does not include information:

- (a) the Recipient creates (whether alone or jointly with any person) independently of the Owner's Confidential Information;
- (b) that is public knowledge (otherwise than as a result of a breach of confidentiality by the Recipient or any person to whom it has disclosed the information); or
- (c) obtained without restriction as to further disclosure from a source other than the Owner through no breach of confidentiality by that source.

In respect of us, "Owner" and "Recipient" includes us and each Related iiNet Entity.

Consequential Loss means:

- (a) loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damages; and
- (b) any penalties or fines imposed by a Regulatory Authority,

in connection with or arising under this CRA, whether based in contract, tort (including negligence) or otherwise.

Consumer Guarantee has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law.

Contract Term means the minimum contract term specified in your Application, which commences on the Service Commencement Date, or, if no contract term is specified in the Application or our CRA, then there will be no minimum contract term.

Credit Information means:

- (a) personal identifying particulars including your name, gender, current address (and your previous two addresses), date of birth, telephone number, mobile number, banking details, credit card details, name of employer and drivers licence number;
- (b) your application for credit or commercial credit – the fact that you have applied for credit and the amount;
- (c) the fact that we are a current credit provider to you and any credit limit on your account;
- (d) payments which are overdue by more than 60 days and/or for which debt collection action has started;
- (e) advice that your payments are no longer overdue in respect of any default that has been listed;

SECTION A: GENERAL TERMS

- (f) the fact that, in our opinion, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations);
- (g) information about any payments, including cheques, credit cards and direct debits, which have been dishonoured;
- (h) court judgments or bankruptcy orders made against you; and
- (i) the fact that we have ceased providing the Service to you (and the timing of that cessation of service).

Credit Rating means information about your credit worthiness, credit standing, credit history or credit capacity that credit providers may give to each other under the *Privacy Act 1998* (Cth).

Customer Service Guarantee or **CSG** means any performance standards issued under Part 5 of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth).

Downgrade means a variation to the Service which reduces the capacity, use or utility of that Service and results in a reduction in the charges payable for the Service.

Downgrade Fee means the relevant downgrade charge (if any) specified in the Service Description.

Download or **Downstream** means data that is inbound (i.e. incoming to your internet connection).

Excess Usage Charges means the fees payable for Internet Usage over and above the Monthly Usage Allowance.

Facility(ies) means the equipment, infrastructure and or devices that is not any part of Your Equipment by which the Service is provided to you.

Fair Use Policy means the policies set out at Section D of this CRA.

Force Majeure Event means any event outside that person's reasonable control, and may include a failure or fluctuation in any electrical power supply, failure of air-conditioning or humidity control, electromagnetic interference, cable cut, fire, storm, flood, earthquake, accident, war, labour dispute (other than a dispute solely between that person and its own staff or staff under its control), materials or labour shortage, the change or introduction of any law or regulation (including the Telecommunications Legislation) or an act or omission, failure or delay of any third party or any failure of any equipment owned or operated by any third party (including any Regulatory Authority or Supplier).

Handling Fee means a fee incurred by us to provide you with a refund.

Insolvent includes having a receiver, manager, administrator, provisional liquidator or liquidator appointed to you, you entering into any scheme of arrangement with your creditors, a mortgagee entering into possession or disposing of the whole or any part of your assets or business.

SECTION A: GENERAL TERMS

Interruption in the supply of goods or a service means a delay in supplying, a failure to supply or an error or defect in the supply of, those goods or that service.

Legal Lessee the person or entity that has a direct agreement with a supplier of telephone services to receive such a service, assumes all liability in respect of such service, and holds the ultimate authority to act in regards to such service.

Material Terms means, in the context of clause 2 only, those terms and conditions we read out to you over the telephone.

Monthly Usage Allowance means the Usage that is provided per month in accordance with the plan selected by you in your Application.

NBN Co means NBN Co Limited (ACN 136 533 741) or any entity that is related to NBN Co Limited in any of the ways specified in section 50 of the *Corporations Act 2001* (Cth).

Network means a telecommunications network, including equipment, facilities or cabling.

Our Equipment has the meaning set out in clause 5.1.

Off Peak means the hours of the day when your data usage is counted towards your Off Peak quota allowance.

On Peak means the hours of the day when your data usage is counted towards your On Peak quota allowance.

Personal Information means information or opinion about you from which your identity is apparent or can reasonably be ascertained and includes your name, current and previous addresses, service number, date of birth, email address, bank account or credit card details, occupation, driver's licence number and your Credit Information and Credit Rating.

Personnel means that person's employees, agents, contractors or other representatives.

Purchased Equipment has the meaning set out in clause 5.5.

Pricing Schedule means the prices, fees, charges and other amounts payable which are set out in Section C of this CRA.

Premises means locations at which we supply the Service, and locations to which we need to have access to supply the Service.

Regulatory Authority means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, Communications Alliance, the Telecommunications Industry Ombudsman or any other government or statutory body or authority.

Related iiNet Entity means an entity that is related to iiNet Limited (ACN 068 628 937) in any of the ways specified in section 50 of the *Corporations Act 2001* (Cth).

SECTION A: GENERAL TERMS

Rent means to pay an amount for the use of a product or service for an agreed period of time during which, ownership of is not passed. The product or service is returned at the end of the period.

Service means the service requested by you in your Application and described in the relevant Service Description and Pricing Schedule, and any related goods (including Our Equipment and Purchased Equipment) and ancillary services provided to you by us in connection with that service.

Service Commencement Date means the date on which we notify you that the Service is ready for use.

Service Description means our standard service (or device) description describing the Service and setting out specific terms and conditions for the Service and set out in Section B of our CRA.

Shaping means, where your Usage exceeds the Monthly Usage Allowance in any given billing month, the Download speed from the Internet will be slowed to a maximum of the applicable shaped speed as specified in the Pricing Schedule.

Special Offer has the meaning set out in clause 7.5.

Supplier means any supplier of goods or services (including interconnection services) that may be used directly or indirectly by us to supply the Service.

Telecommunications Act means the *Telecommunications Act 1997* (Cth)

Telecommunications Legislation means the *Telecommunications Act 1997* (Cth), the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth) and Part XIB, Part XIC and related provisions of the *Competition and Consumer Act 2010* (Cth), each as amended or replaced from time to time.

Usage means the amount of time generated or data Downloaded by your Internet access.

you means the customer who makes the Application and where two or more persons have applied, means those persons individually and every two or more of them jointly (and your will have a corresponding meaning).

Your Equipment has the meaning set out in clause 5.3.

We, us means iiNet Limited (ABN 48 068 628 937), iiNet (OzEmail) Limited (ABN 63 112 854 529) or any Related iiNet Entity which supplies the Service to you (and our will have a corresponding meaning).

Website means the website located at www.iinet.net.au

21.2 Unless the context otherwise requires:

- (a) undefined words and expressions have the same meaning as in the Telecommunications Legislation.
- (b) the expressions "we", "us", "our", "you" or "your" will include their respective successors and permitted assigns and novatees.

SECTION A: GENERAL TERMS

- (c) a reference to a person includes a reference to a person, firm, corporation or other legal entity.
- (d) a term which is defined in any part of our CRA has the same meaning in every other part of our CRA.
- (e) the singular includes the plural and vice versa.
- (f) different grammatical forms of the same word have the corresponding meaning.
- (g) a reference to a clause is to a clause in the General Terms, unless otherwise stated.
- (h) examples or words of inclusion are illustrative only and do not limit the generality of the relevant subject.
- (i) a “reasonable” notice period means a period which is reasonable in the circumstances taking into account technical, operational and commercial issues.

SECTION B1: PHONE SERVICE DESCRIPTION

Customer Relationship Agreement SECTION B: SERVICE DESCRIPTIONS

SECTION B1: PHONE SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 15 of this Service Description.

1. ABOUT THE PHONE SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Phone Service Description of our CRA under which we supply our Phone Service to you.
- 1.2 The General Terms set out in Section A of our CRA also apply.

Service options

- 1.3 The Phone Service comprises of the following Service options:
 - (a) the Phone Preselect Service which is described in clause 2; and
 - (b) the Full Phone Service (Home Phone, Phone Advantage, iiPhone, & OzEphone Full Service) which is described in clause 3; and
 - (c) the iiNet Telephony Network Phone Service (iiPhone) which is described in clause 4; and
 - (d) the iiNet Netphone1 Service which is described in clause 5.

Clauses 6 to 9 inclusive apply to all Phone Service options, unless otherwise stated.

2. THE IIPHONE PRESELECT SERVICE

What is the iiPhone Preselect Service?

- 2.1 The iiPhone Preselect Service enables you to select us as your Preselected carriage service provider for the provision of:
 - (a) national (STD), fixed to mobile, and international calls; and
 - (b) our other products and services from time to time listed on the Telephony Product List.
- 2.2 Calls made using the iiPhone Preselect Service can terminate to:
 - (a) Australian national geographic numbers (by dialling the national area code relating to the call number and the called number), but excluding calls to numbers in the same Local Call charging zone or dialling areas;
 - (b) mobile numbers (by dialling the mobile number which begins with the prefix 04); and

SECTION B1: PHONE SERVICE DESCRIPTION

- (c) most international long distance numbers (by dialling 0011 + the relevant country access code + the relevant area code (if applicable) + the called number).
- 2.3 All emergency calls dialled using the iiPhone Preselect Service will be routed to Telstra.

Restrictions on connection and use of the Service

- 2.4 The Service is subject to the interconnection arrangements between us and the relevant Supplier with whose Network the called number and the calling number is associated.
- 2.5 The Service is only available to customers who Preselect their Access Line to us. The Service is not available to customers whose local telephone service is provided via the Optus Cable Network or the Orange PSTN or any other Supplier's Network which is incompatible with our Network or the Service.
- 2.6 The Service does not include:
 - (a) the ability to make or receive Local Calls; or
 - (b) the ability to make or receive modem calls.

Customer Service Guarantee

- 2.7 To the extent that we provide you with a standard telephone service (as defined in the *Telecommunications (Consumer Protection and Service Standards) Act 1999*) and specified enhanced call handling features, our service must comply with the Customer Service Guarantee Standard (the “CSG”). The CSG sets out minimum performance standards in relation to service connection times, fault repair times and keeping appointments to provide you with a Service. The CSG does not apply to Your Equipment or to customers that have more than five telephone services. We will connect Services not covered by the CSG within a reasonable time.
- 2.8 If we do not meet the CSG performance standards, you may be entitled to receive monetary compensation as specified in the CSG. However, there are circumstances in which we may be exempt from meeting those requirements, including where you unreasonably refuse us access to your premises or if you miss an appointment without giving us reasonable notice. For more information about the CSG, go to the Australian Communications and Media Authority website at www.acma.gov.au.

Connecting the Service

- 2.9 After we accept your Application for the Service and, if you are already Preselected to another Supplier, receipt of your transfer authority authorising us to change your Preselection to us, we will try to connect the Service within a reasonable period.
- 2.10 Particular timeframes for connecting the Service may be set out in the Customer Service Guarantee.

SECTION B1: PHONE SERVICE DESCRIPTION

Accessing the Service

- 2.11 You will have access to the iiPhone Preselect Service if your Access Line is Preselected to us. The iiPhone Preselect Service may be accessed on that Access Line by dialling the numbers referred to in clause 2.2.

Service commencement and term

- 2.12 You acquire, and we commence to supply, the iiPhone Preselect Service:
- (a) if your Access Line was previously Preselected to another Supplier, from the date on which the Preselection is changed to us by the Local Exchange Carrier for that Access Line;
 - (b) if responsibility for the Access Line has been transferred to you and the Access Line was already Preselected to us, from the date on which you become legally responsible to the Local Exchange Carrier for the Access Line;
 - (c) if you have requested connection of a new Access Line and you have Preselected us, from the date on which the relevant Local Exchange Carrier connects your Access Line,

until the Service is cancelled or transferred in accordance with our CRA.

Preselection and Use of Access Line

- 2.13 You acknowledge that there may be a delay between when you Preselect us and when the Preselection change is implemented by the Local Exchange Carrier. Similarly, if you wish to change your Preselection from us, there may be a delay between when you Preselect another Supplier and when that Preselection is implemented by the Local Exchange Carrier. We will not be liable for any delay by, or any act or omission of, the Local Exchange Carrier in respect of the implementation of a Preselection choice.
- 2.14 If you acquire the Service and accordingly change the Preselection of your Access Line to us, you will remain responsible to your previous Preselected Supplier for all charges for Preselected calls made on that Access Line until the Local Exchange Carrier changes the Preselection. Similarly, if you wish to change the Preselection of your Access Line away from us to another Supplier, you will remain responsible to us for all charges for Preselected calls made on that Access Line until the Local Exchange Carrier changes the Preselection.
- 2.15 If you vacate the Premises at which you have acquired the Service without first:
- (a) terminating supply of the Service by giving 30 days notice; or
 - (b) assigning the Access Line to an incoming tenant or owner in accordance with clause 9.3(b)(A),

you and the incoming tenant or owner will be jointly and severally liable for use of the Access Line (including call charges) until you cease to acquire the Service in accordance with clause 9.3(b)(A).

SECTION B1: PHONE SERVICE DESCRIPTION

3. THE FULL PHONE SERVICE

What is the Full Phone Service?

3.1 The Full Phone Service (Home Phone, Phone Advantage, iiPhone or OzePhone Full Service) provides you with:

- (a) access to a local telephone service that is a Telstra service resupplied or resold by us as described in this clause 3 (“**Local Access Call Service**”); and
- (b) a long distance telephone service as described in clause 2 (“**Preselect Service**” or “**Long Distance Service**”),

(together, the “**Service**”).

3.2 Full Phone Service provides you with:

- (a) the ability to make and receive calls capable of being carried over the Resale Access Line, including:
 - (A) the call types referred to in clause 2.1;
 - (B) untimed Local Calls;
 - (C) calls to 13 or 1300 numbers;
 - (D) calls to 1800 services (for example, calls to 1800, 18, 1223, 1225,)
 - (E) calls to emergency services (for example, calls to 000 and Telstra only numbers);
 - (F) calls to Homelink Services (for example, calls to 180090x and 180091x numbers);
 - (G) calls to directory assistance services (for example, calls to 1234, 12451 and 12455 numbers);
 - (H) calls to premium rate services (for example, calls to 190 and 1900 number); and
- (b) a range of other telephone services and products described in Telstra's Standard Agreement, including, where available, a standard telephone number, a directory listing, and provision of directory assistance and operator services.

3.3 Calls made using the Full Phone Service can terminate to:

- (a) the numbers referred to in clause 2.2; and
- (b) numbers in the same Local Call charging zone as the calling number.

3.4 All emergency calls dialled using the Full Phone Service will be routed to Telstra.

3.5 Customers can obtain some features and services available on the Telstra PSTN and ISDN Networks. Availability of a particular service is dependent on the

SECTION B1: PHONE SERVICE DESCRIPTION

technical feasibility of providing that service. The services available, the charges for the services and the terms of access may be amended from time to time as a result of changes to Telstra's Standard Agreement.

- 3.6 We or Telstra can change the technical specifications of the Service at any time for operational and network planning reasons. We will give you prior written notice of changes which will have a more than minor detrimental impact on your use of the Service and, in such cases; you may cancel the Service in accordance with clause 1.4 of the General Terms.

Restrictions on connection and use of the Service

- 3.7 You acknowledge and agree that our supply of the Local Access Call Service component of the Service is on terms that:
- (a) you must continue to have us as your selected Supplier for your Long Distance Service (including calls to mobiles);
 - (b) if you select another Supplier for your long distance telephone services (including calls to mobiles) while using the Local Call Access Service, we have the right to override your choice by changing your long distance services Supplier back to us. You authorise us to do this at any time, until the Full Phone Service is terminated or transferred. We will use reasonable endeavours to notify you that we are exercising our rights under this clause; and
 - (c) we will supply and you must acquire the Long Distance Service in accordance with our CRA; and
 - (d) you must also acquire from us our Dial-Up Internet Service or our Broadband Internet Service in accordance with our CRA; and
 - (e) calls using an override code (such as 1414) are not supported on Netphone1 Services.
- 3.8 The first Full Phone Service line applied for and connected to us, must be on the phone line for which we have provided the Broadband Internet Service.
- 3.9 The Full Phone Service is only available to customers whose Premises are physically connected to Telstra's Public Switched Telephone Service and who select us as their long distance services supplier.
- 3.10 You acknowledge that if you are a customer on a formerly sold broadband plan (i.e. not a Home 1, Home 2, Home 3, Home 4, Home 5, Home 6, Home 7, Business 1, Business 2, Business 3, Business 4, Business 5, Business 6 and Business 7 plan) and you choose to add Home Phone to your broadband plan, that you must also upgrade your broadband service to a currently sold broadband plan.
- 3.11 You acknowledge that if you are a customer on a formerly sold, First Timer (Basic/Budget), Frequent User (Light/Medium/Heavy), Fanatic (Enthusiast/Expert) or Business Light/Medium/Heavy/Max plan bundled with Phone Advantage, that you are required to upgrade to a currently sold broadband plan in order to upgrade to Home Phone.

SECTION B1: PHONE SERVICE DESCRIPTION

- 3.12 You acknowledge that if you are a customer on a formerly sold broadband plan and bundled with iiPhone that should you wish to, you may upgrade your phone plan to Home Phone and remain on your existing broadband plan.

Incompatible Product List

- 3.13 The Full Phone Service does not include any products or services listed from time to time on the Incompatible Product List.
- 3.14 You acknowledge and agree that:
- (a) when you select us to supply the Service, prior to implementation of that selection, you must use your best endeavours to cancel any product or service listed on the Incompatible Product List which is acquired by you from your then existing Supplier ("**Incompatible Service**");
 - (b) if you do not cancel any Incompatible Service prior to the date on which your selection is changed to us, we will not be able to provide you with the Incompatible Service after the date on which your selection is changed to us; and
 - (c) if an Incompatible Service is transferred to us as a result of changing your selection to us, we may remove the Incompatible Service from your account.

Connecting the Local Access Call Service

- 3.15 After we accept your Application for the Service and we receive your transfer authority selecting us to supply the Local Access Call Service, we will try to connect the Local Access Call Service within a reasonable period.
- 3.16 Particular timeframes for connecting the Service may be set out in the Customer Service Guarantee.

Accessing the Local Access Call Service

- 3.17 You will have access to the Full Phone Service if the Premises are connected to Telstra's PSTN and your Resale Access Line is Preselected to us. The Service may be accessed on that Resale Access Line by dialling the numbers referred to in clause 3.2.

Local Access Call Service commencement and term

- 3.18 You acquire, and we commence to provide, the Local Access Call Service from the date on which Telstra has completed all steps necessary to enable you to acquire the Local Access Call Service from us, including to facilitate transfer and/or to install, test and activate the Resale Access Line. We will continue to provide the Local Access Call Service to you until it is cancelled or transferred in accordance with our CRA.

Preselection and Use of the Resale Access Line

- 3.19 You acknowledge there may be a delay between when you select us to supply the Local Access Call Service and when Telstra has completed all steps necessary to enable you to acquire the Local Access Call Service from us. Similarly, if you wish

SECTION B1: PHONE SERVICE DESCRIPTION

to change your selection from us, there may be a delay between when you select a Supplier other than us and when that selection is implemented by Telstra. We will not be liable for any delay by, or any act or omission of, Telstra in respect of the completion of the churn (i.e. transfer) process.

- 3.20 You are responsible to Telstra, or your previous Supplier, for all charges billed by Telstra, or your previous Supplier, prior to and including the date of transferring your Access Line to us.
- 3.21 We are contractually responsible to Telstra for the Resale Access Line and we are responsible (as between you, we and Telstra) for making decisions about the Preselection of the Resale Access Line. We will Preselect the Resale Access Line to us.
- 3.22 If you wish to change Preselection of your Resale Access Line to another Supplier, you must change the supply of the complete Phone Service. The Phone line rental and local call Service is not severable from the Preselect component of the Service. In the event that you change the Preselection of your Resale Access Line to another Supplier, we will automatically change it back to Full Phone Service. To cancel the supply of Full Phone, please contact your preferred provider and they will initiate the change of service.
- 3.23 You may cancel the supply of the Full Phone Service but unless and until you or your new Supplier changes the Preselection designation of your Resale Access Line, we will continue to provide Preselectable Calls over that Resale Access Line and we will bill those calls to:
- (a) you, if you are contractually responsible to Telstra for that Resale Access Line; or
 - (b) your new Supplier, if that Supplier is contractually responsible to Telstra for that Resale Access Line.
- 3.24 If you vacate the Premises for which you have acquired the Service without first:
- (a) terminating supply of the Service by giving 30 days notice in writing to us; or
 - (b) assigning the Resale Access Line to an incoming tenant or owner in accordance with clause 9.3(b)(A),

you and the incoming tenant or owner will be jointly and severally liable for use of the Resale Access Line (including call charges) until you cease to acquire the Service in accordance with clause 9.3(b)(A).

Access to Premises and Equipment

- 3.25 You must provide us or Telstra with safe access to the Premises:
- (a) to inspect or test a Facility which may be causing interference or danger; and
 - (b) in connection with the installation, provision and maintenance or removal of the Service or a Telstra Facility.

SECTION B1: PHONE SERVICE DESCRIPTION

- 3.26 Upon cancellation of the Service, you must permit Telstra to enter the Premises to remove any Facility belonging to Telstra connected with the Service. If Telstra is unable to gain access to the Premises, we may recover from you the value of the Facility as a debt due.
- 3.27 You must indemnify us against a claim by the owner or occupier of the Premises in relation to our or Telstra's entry onto those Premises.
- 3.28 The Service does not include the provision of cabling or equipment at the Premises.
- 3.29 You must not connect to a Telstra Facility any equipment or cabling which does not meet the requirements of any technical standards issued by the ACMA.
- 3.30 You must not interfere with the operation of the Service or Telstra Facility or make either unsafe and you acknowledge that the Telecommunications Act entitles Telstra to disconnect Your Equipment or cabling in certain circumstances.

Inquiries

- 3.31 As we are supplying the Service to you, all inquiries and requests should be made to us and not to Telstra. If you contact Telstra directly, Telstra may refuse to respond to your inquiry or request and may redirect you to us. Telstra also may charge us a service fee (including where Telstra does not deal with your inquiry or request), in which case we may pass the fee on to you.

Telephony Related Contact Numbers

- 3.32 Telephone Support can be contacted on 13 22 58.
- The contact number of the National Relay Service is 133 667.
- The contact number of the Translating & Interpreting Service (TIS) is 131 450.

Call Packs

- 3.33 Call Packs are an add-on that can be applied to full phone service Home Phone or Business Phone products, providing included calls for an additional monthly fee.
- 3.34 Existing customers can choose to add a pack immediately, or at the beginning of their next billing cycle. When adding during an existing billing cycle, the full monthly Call Pack charge is still applied for usage covering the remainder of that cycle.
- 3.35 Notice of Call Pack activation is provided via both email and sms. Calls made in the time between applying for a Call Pack, and notice of activation being sent, are charged at the standard rate for your Full Phone service.
- 3.36 When a Call Pack cancellation is requested, the Call Pack will be removed at the end of the billing cycle in which the Call Pack cancellation was requested. Pro-rata refunds are not applied for any charges paid in advance for a Call Pack.
- 3.37 Call Packs are subject to the iiNet Group Acceptable Use Policy available at <http://www.iinet.net.au/about/legal/cra/> (**Call Pack Fair Use Policy**) except that the reference in clause 1.2 of the iiNet Group Acceptable Use Policy to "clause 12.3 of the General Terms", for the purposes of the Call Pack Fair Use Policy, is to be taken as referring to "clause 13.2(g) of the General Terms".

SECTION B1: PHONE SERVICE DESCRIPTION

4. THE IINET TELEPHONY NETWORK SERVICE

What is the iiNet Telephony Network Service?

- 4.1 The iiNet Telephony Network Service provides you with a standard telephone service on Our Network as described in this clause 4 (the “**Service**”).
- 4.2 The iiNet Telephony Network Service provides you with:
- (a) the ability to make and receive calls on Our Network, via an Access Line connected to Our Network, from a phone located at your Premises, including:
 - (A) the call types referred to in clause 2.1;
 - (B) untimed Local Calls;
 - (C) calls to 13 or 1300 numbers;
 - (D) calls to 1800 services (for example, calls to 1800, 18, 1223, 1225);
 - (E) calls to emergency services (for example, calls to 000 and Telstra only numbers);
 - (F) calls to directory assistance services (for example, calls to 1234, 12451 and 12455 numbers);
 - (G) calls to premium rate services (for example, calls to 190 and 1900 numbers);
 - (H) calls on the “**iiNet Telephony Network**”, including calls to our Netphone1 network ; and
 - (b) a range of other telephone services including, where available, a standard telephone number, a directory listing, and provision of directory assistance and operator services.
- 4.3 Our VoIP / Naked services are unable to accept reverse charge calls.
- 4.4 Calls made using the iiNet Telephony Network Service can terminate to:
- (a) the numbers referred to in clause 4.2; and
 - (b) numbers in the same Local Call charging zone as the calling number.
- 4.5 Not all features and services available on other voice networks are available on Our Network. Availability of a particular feature or service is dependent on the technical feasibility of providing that feature or service. The features and services available, the charges for those features and services and the terms of access may be amended from time to time.
- 4.6 We can change the technical specifications of the Service at any time if reasonably required for technical, operational or commercial reasons. We will give you prior written notice of changes which will have a more than minor detrimental impact on your use of the Service and, in such cases; you may cancel the Service in accordance with clause 1.4 of the General Terms.

SECTION B1: PHONE SERVICE DESCRIPTION

Restrictions on connection and use of the Service

4.7 The iiNet Telephony Network Service is provided to you as part of a bundled service which cannot be split into its component parts. It is a condition of the iiNet Telephony Network Service that you must:

- (a) not change the Preselection designation of your Access Line to a third party; and
- (b) also acquire from us a current ADSL Service or Dialup Service in accordance with our CRA.

You agree that in the event that you change the Preselection of your Access Line to a third party supplier, you irrevocably authorise us to change the Preselection back to the iiNet Telephony Network Service. We will use reasonable endeavours to notify you that we are exercising our rights under this clause.

4.8 The primary Access Line applied for and connected to us must be the phone/access line for which we have provided your ADSL Service or Dialup Service.

4.9 The Service is only available to customers whose Premises are physically connected, via an Access Line, to Our Network. The Service is not available at all locations or premises.

4.10 The Service is unavailable if Our Network has not been deployed at the exchange to which your Premises are connected or if Our Network has been deployed but has not been activated for the Service.

4.11 Due to technical and commercial reasons it may not be possible to connect you to more than one Access Line and/or to certain optional features.

Connecting to Our Network

4.12 In order to be able to access the Service, your Premises must be connected to Our Network. Your Premises are connected to Our Network once:

- (a) an Access Line is installed; and
- (b) that Access Line and parts of Our Network necessary for us to be able to provide the Service to you are activated.

4.13 You may be charged a fee when connecting to Our Network. This fee is specified in the Pricing Schedule and is dependent on the type of connection you require.

4.14 There will be a short disruption of approximately 15 minutes (although this may be longer) to your Access Line on the day that the Service is connected. During this time you will not be able to make or receive phone calls over the Access Line. This will be followed by an activation period in which you will be able to make phone calls but not receive them for a period of up to 5 hours. This may be longer depending on technical reasons, circumstances at your exchange and because some tasks are undertaken by Telstra or other suppliers and are outside our control. During this time, your telephone service will need to be diverted to either an alternative contact number nominated by you or to a recorded voice announcement. There is no charge for this diversion to be activated.

SECTION B1: PHONE SERVICE DESCRIPTION

- 4.15 After we accept your Application for the Service and we receive your transfer authority selecting us to supply the Local Access Call Service, we will try to connect the Service within a reasonable period. Particular timeframes for connecting the Service may be set out in the Customer Service Guarantee.

New Access Lines

- 4.16 If you do not currently have an Access Line at your Premises and require a new Access Line to be installed so that you can connect to Our Network:

- (a) Telstra will need to install an outlet and the Access Line at your Premises. If you require more than one Access Line to be installed, the installation of further lines will need to be carried out by a qualified technician contracted by you and at your cost; and
- (b) You must provide access to your Premises in accordance with clause 4.22.

Service Commencement and Term

- 4.17 You acquire, and we will provide, the Service from the date on which we have completed all steps necessary to enable you to acquire the Service from us, including to facilitate transfer and/or to install, test and activate the Access Line. We will continue to provide the Service to you until it is cancelled or transferred in accordance with our CRA.

Use of the Line

- 4.18 You acknowledge there may be a delay between when you select us to supply the Service and when our Suppliers have completed all steps necessary to enable you to acquire the Service from us. Similarly, if you wish to change your selection from us, there may be a delay between when you select a supplier other than us and when that selection is implemented by that supplier. To the extent permitted by law, we will not be liable for any delay, or any act or omission of, any third party supplier in respect of the churn (i.e. transfer) process.
- 4.19 You are responsible to your previous supplier for, and indemnify us against, all charges billed by your previous supplier in relation to your access or use of the Access Line.
- 4.20 You may only cancel the supply of the Service in accordance with the terms of this CRA. Where you cancel the supply of the Service you will continue to be contractually responsible for all calls made over the Access Line prior to the transfer of the Access Line to the new supplier.
- 4.21 If you vacate the Premises for which you have acquired the Services without first:
- (a) terminating supply of the Service by giving 30 days notice in writing to us; or
 - (b) assigning the Access Line to an incoming tenant or owner in accordance with clause 9.3(a)(A),
- you and the incoming tenant or owner will be jointly and severally liable for use of the Access Line (including call charges) until you cease to acquire the Service in accordance with clause 9.3(a)(A).

SECTION B1: PHONE SERVICE DESCRIPTION

Access to Premises and Equipment

- 4.22 You must provide us or Telstra with safe access to the Premises:
- (a) to inspect or test a Facility which may be causing interference or danger; and
 - (b) in connection with the installation, provision and maintenance or removal of the Service or a Facility.
- 4.23 Upon cancellation of the Service, you must permit Telstra to enter the Premises to remove any Facility belonging to Telstra connected with the Service. If Telstra is unable to gain access to the Premises, we may recover from you, and you must pay to us within 30 days of our demand, the value of the Facility as a debt due.
- 4.24 You must indemnify us against any claim by the owner or occupier of the Premises in relation to our or Telstra's entry onto those Premises.
- 4.25 The Service does not include the provision of cabling or equipment at the Premises. If additional cabling or equipment is required to supply the Service you are responsible for any charges or fees associated with this.
- 4.26 You must not connect to a Telstra Facility any equipment or cabling which does not meet the requirements of any law, rules or regulations or any technical standards issued by the ACMA.
- 4.27 You must not interfere with the operation of the Service or any Telstra Facility or make either unsafe and you acknowledge that the Telecommunications Act entitles Telstra or us to disconnect a Facility, Your Equipment or cabling in certain circumstances.

Monitored services

- 4.28 If there is a monitored service or alarm on your Premises, it is your responsibility to check that the monitored service is working following the installation of the Service. To the extent permitted by law, we will not be responsible for any loss that you may suffer as a result of a monitored service failing to work for any reason following the installation of the Service.

5. THE IINET NETPHONE1 SERVICE

What is the iiNet Netphone1 Service?

- 5.1 The iiNet Netphone1 Service (the "**Service**") is an enhanced voice communication service whereby the voice communication is converted into a digital signal (known as Internet Protocol or IP) and carried, in part, over a high-speed (broadband) Internet network. This service is also referred to as "voice over IP". It is a secondary and separate service that is distinct from a standard telephone service.
- 5.2 The iiNet Netphone1 Service provides you with access to a local and long distance telephone service with the ability to make and receive
- (a) National (STD), fixed to mobile, and international calls;
 - (b) Local Calls;

SECTION B1: PHONE SERVICE DESCRIPTION

- (c) Calls to directory assistance services (for example, calls to 1223 and 1225; and
- (d) Calls to On-Net Numbers; and
- (e) Calls to Emergency Services (000); and
- (f) Calls to toll free call numbers (for example, 1300, 1800 and 13); and
- (g) Domestic satellite services; and

a range of other telephone services and products described in the Pricing Schedule, including, where available Netphone1 telephone number/s, and provision of directory assistance and operator services.

- 5.3 You may choose to have a directory listing of the telephone number associated with your Netphone1 service. The telephone number associated with your Netphone1 service will not be listed unless you request us to do so. You may choose either:

- (a) a full listing (name and full address); or
- (b) a suppressed address listing (name and suburb only).

If you chose to have the telephone number associated with your Netphone1 service listed in a telephone directory and you subsequently wish the telephone number associated with your Netphone1 service not to be listed in the telephone directory you may request, via such means and subject to such conditions as may be specified by us, that the telephone number associated with your Netphone1 service not be listed in future editions of the directory.

- 5.4 Calls made using the iiNet Netphone Service can terminate to:

- (a) the numbers referred to in clause 2.2; and
- (b) numbers in the same Local Call charging zone as the calling number; and
- (c) On-Net Numbers.

- 5.5 We can change the technical specifications of the Service at any time for operational and network planning reasons. We will give you prior written notice of changes which will have a more than minor detrimental impact on your use of the Service and, in such cases; you may cancel the Service in accordance with clause 1.4 of the General Terms.

Restrictions on connection and use of the Service

- 5.6 You acknowledge and agree that our supply of the iiNet Netphone1 Service is on terms that:

- (a) you must also acquire from us:
 - (A) One of our current broadband residential products (from our Home 1, Home 2, Home 3, Home 4, Home 5, Home 6, Home 7 plans) or current broadband business products (Business 1, Business 2, Business 3, Business 4, Business 5, Business 6 and Business 7 plans);

SECTION B1: PHONE SERVICE DESCRIPTION

- (b) you must only use the iiNet Netphone1 Service at the physical location where we supply your Broadband Service; and
- (c) calls using an override code (such as 1414) are not supported when using the iiNet Netphone1 Service;

Notwithstanding clause 2.7, you agree to waive your rights and protections afforded by the Customer Service Guarantee. The rights and protections which you agree to waive are set out in clause 5.15 of this Service Description.

5.7 You acknowledge that in order to receive and access the Service:

- (a) you must install, or arrange for the installation of, all Required Equipment;
- (b) all Required Equipment used to connect to the Service must be compatible with the Service.

5.8 You acknowledge that:

- (a) if any Required Equipment you supply yourself is not compatible with the Service or is faulty, you may not be able to access, operate or use the Service;
- (b) the quality of the Service and/or your ability to access the Service may be affected if there is an Interruption to the Broadband Service; and
- (c) if you request a variation to the Broadband Service, the quality of the Service and/or your ability to access the Service may be affected during implementation of your request to vary the Broadband Service.

5.9 You acknowledge that if you are a customer on a formerly sold broadband plan (i.e. not a Home 1, Home 2, Home 3, Home 4, Home 5, Home 6, Home 7, Business 1, Business 2, Business 3, Business 4, Business 5, Business 6 and Business 7 plan) and you choose to add Netphone1 to your broadband plan, that you must also upgrade your broadband service to a currently sold broadband plan.

5.10 You acknowledge that if you relocate your broadband service and move to a different call collection area, you will be assigned a new Netphone1 number. In being assigned a new Netphone1 number, if you have a broadband plan that is no longer for sale, you will be required to upgrade your broadband service to a currently sold service.

Required Equipment

5.11 We will provide you with the Required Equipment you order from us in your Application. This equipment may be new or “as new”. Where the equipment is “as new”, we will disclose this to you prior to dispatch. All risk in the Required Equipment passes to you on delivery. Title to the Required Equipment passes to you upon payment in full.

5.12 If we do not supply any or all of the Required Equipment to you, you will need to have purchased all of (or the remainder of) the Required Equipment before we can supply the Service to you. If you choose to supply some or all of the Required Equipment yourself, the operation of that equipment and any repairs to it will be your responsibility.

SECTION B1: PHONE SERVICE DESCRIPTION

Warranty

- 5.13 Where we supply any Required Equipment to you, we provide the warranty specified in the Pricing Schedule at no extra cost. The warranty does not apply where you have supplied your own Required Equipment.

Emergency Services

- 5.14 You acknowledge and agree that:
- (a) the iiNet Netphone1 Service supports access to emergency call services (000 or other emergency service telephone numbers) but the Service will not be available in the event of a power failure or Interruption to your Broadband Service connection;
 - (b) the iiNet Netphone1 Service is not a substitute for a standard public switched telephone network (PSTN) and it is recommended that you maintain an alternative telephone service (PSTN or mobile) to make and receive calls and to ensure that you have on-going access to 000 and other emergency call services;
 - (c) we are not liable to you for any loss or damage you suffer or for any costs, expenses or charges you incur arising from any inability to access emergency call services using the iiNet Netphone1 Service and which is not a direct result of our fault or negligence;
 - (d) Your full address details set out in your Application will be provided when notifying emergency call services organisations of your location in the event of an emergency. It is your responsibility to ensure that this information is current and to contact us if this information changes by calling Customer Support; and
 - (e) the Service will not be available in the event of a power failure or power outage, including access to emergency call services. In the event that there is an interruption to the power supply, the Service will not be available until power is restored. A power failure or disruption may require you to reset or reconfigure the Netphone1 enabled modem/router prior to utilising the Service. For this reason, we strongly recommend that you do not disconnect your primary standard telephone service.

Customer Service Guarantee Waiver

Please read the below information carefully. It contains information about rights and protections provided under the Customer Service Guarantee that you agreed to forego in return for the great benefits of an iiNet Netphone1 service.

- 5.15 The Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2) ("The CSG") sets out rights and protections and other performance standards a customer can expect from a telephone provider. If you would like a hardcopy, please contact our Customer Service Centre for assistance by phoning 13 22 58.

Those rights and protections and other performance standards are:

- (a) Provision of written information about;

SECTION B1: PHONE SERVICE DESCRIPTION

- (A) A customers rights and protections at least once every two years;
- (B) The performance standards which apply to the supply of a specified service;
- (C) The obligations of the provider under the CSG;
- (D) A customers entitlement to damages in the event of a contravention of the performance standards; and
- (E) The supply, on request for more information about the performance standards.

- (b) Maximum connection timeframes;

Type of Connection	Timeframe
In place connections	
In place connection	2 business days
Existing connection outstanding	8 business days
Close to cable or infrastructure	
Urban (equal to or more than 10,000 people)	5 business days
Major rural (between 2,500 and 10,000 people)	10 business days
Minor rural (up to 2,500 people)	15 business days
Remote (up to 200 people)	15 business days
Not close to cable or infrastructure	
Urban	20 business days
Major rural	20 business days
Minor rural	20 business days
Remote	20 business days

- (c) Maximum fault restoration timeframes;

Community	Restoration timeframe
Urban (equal to or more than 10,000 people)	End of the 1st business day after the fault is reported
Rural (between 10,000 and 200 people)	End of the 2nd business day after the fault is reported
Remote (up to 200 people)	End of the 3rd business day after the fault is reported

SECTION B1: PHONE SERVICE DESCRIPTION

- (d) Making and changing appointments;

Apt Period	Definition of missed
< 4 Hrs	Fails to attend within 15 mins
4 – 5 Hrs	Fails to attend within the period

- (e) Compensation for failure to meet timeframes;

Type of service delay	\$ per working days 1-5	\$ per working days 6+
Residential		
Connection or Repair of a standard service	\$14.52	\$48.40
Connection or Repair of an enhanced service	\$7.26	\$24.20
Connection or Repair of two or more enhanced services	\$14.52	\$48.40
Missed appointment	\$14.52 each	
Business		
Connection or Repair of a standard service	\$24.20	\$48.20
Connection or Repair of an enhanced service	\$12.10	\$24.20
Connection or Repair of two or more enhanced services	\$24.20	\$48.40
Missed appointment	\$24.20 each	

- 5.16 Part 5 of the CSG allows for a service provider to propose that a customer waive their rights & protections and other performance standards to obtain a significant service benefit.
- 5.17 Pursuant to Part 5 of the CSG, iiNet proposes that you waive your rights & protections under the CSG in return for a significant service benefit.
- 5.18 In return for your acceptance of this proposed waiver of your rights & protections under the CSG, iiNet can provide this Netphone1 service at substantially cheaper rates than would otherwise be charged for a Telephone Service. These substantially cheaper calls are detailed here <http://iinet.net.au/naked-dsl/Netphone1.html>
- 5.19 By agreeing to this document you are waiving your rights & protections under the CSG so that iiNet may provide you with the significant service benefit of low calling rates.
- 5.20 By agreeing to this document you are not able to make a claim to iiNet Ltd for compensation where the performance standards in the CSG are not met.

SECTION B1: PHONE SERVICE DESCRIPTION

- 5.21 Your acceptance of this proposed waiver of your rights & protections under the CSG is a condition of iiNet supplying you the Netphone1 service. This waiver will take effect seven days from the date of you agreeing to it, unless you notify iiNet that you wish to withdraw your waiver. If you withdraw your waiver, iiNet cannot provide you with the service.

6. THE iiNet Business Voice Service

What is the iiNet Business Voice Service?

- 6.1 The iiNet Business Voice Service (the “**Service**”) is an enhanced voice communication service whereby the voice communication is converted into a digital signal (known as Internet Protocol or IP) and carried, in part, over a high-speed (broadband) Internet network. This service is also referred to as “voice over IP”. It is a secondary and separate service that is distinct from a standard telephone service.
- 6.2 The iiNet Business Voice Service provides you with access to a local and long distance telephone service with the ability to make and receive
- (a) National (STD), fixed to mobile, and international calls;
 - (b) Local Calls;
 - (c) Calls to directory assistance services (for example, calls to 1223 and 1225; and
 - (d) Calls to On-Net Numbers; and
 - (e) Calls to Emergency Services (000); and
 - (f) Calls to toll free call numbers (for example, 1300, 1800 and 13); and
 - (g) Domestic satellite services; and
- a range of other telephone services and products described in the Pricing Schedule, including, where available Business Voice telephone number/s, and provision of directory assistance and operator services.
- 6.3 Calls made using the iiNet Business Voice Service can terminate to:
- (a) the numbers referred to in clause 2.2; and
 - (b) numbers in the same Local Call charging zone as the calling number; and
 - (c) On-Net Numbers.
- 6.4 We can change the technical specifications of the Service at any time for operational and network planning reasons. We will give you prior written notice of changes which will have a more than minor detrimental impact on your use of the Service and, in such cases, you may cancel the Service in accordance with clause 1.4 of the General Terms.

SECTION B1: PHONE SERVICE DESCRIPTION

Restrictions on connection and use of the Service

6.5 You acknowledge and agree that our supply of the iiNet Business Voice Service is on terms that:

- (a) quality or performance of the Business Voice service is not guaranteed if you use the service over an internet connection other than one of iiNet's current broadband products;
- (b) calls using an override code (such as 1414) are not supported when using the iiNet Business Voice Service;

Notwithstanding clause 2.7, you agree to waive your rights and protections afforded by the Customer Service Guarantee. The rights and protections which you agree to waive are set out in clause 5.15 of this Service Description.

6.6 You acknowledge that in order to receive and access the Service:

- (a) you must install, or arrange for the installation of, all Required Equipment;
- (b) all Required Equipment used to connect to the Service must be compatible with the Service.

6.7 You acknowledge that:

- (a) if any Required Equipment you supply yourself is not compatible with the Service or is faulty, you may not be able to access, operate or use the Service;
- (b) the quality of the Service and/or your ability to access the Service may be affected if there is an Interruption to the Broadband Service; and
- (c) if you request a variation to the Broadband Service, the quality of the Service and/or your ability to access the Service may be affected during implementation of your request to vary the Broadband Service.

Required Equipment

6.8 To use the Service you must have installed a broadband connection

6.9 We will provide you with the Required Equipment you order from us in your Application. This equipment may be new or "as new". Where the equipment is "as new", we will disclose this to you prior to dispatch. All risk in the Required Equipment passes to you on delivery. Title to the Required Equipment passes to you upon payment in full.

6.10 All equipment supplied remains the property of iiNet, unless agreed otherwise.

6.11 If we do not supply any or all of the Required Equipment to you, you will need to have purchased all of (or the remainder of) the Required Equipment before we can supply the Service to you. If you choose to supply some of the Required Equipment yourself, the operation of that equipment and any repairs to it will be your responsibility.

SECTION B1: PHONE SERVICE DESCRIPTION

- 6.12 You will install the Service at the Premises. You will be responsible for the cost of any third party services that may be required in connection with the installation of the Service to the Premises (eg electrician or licensed cabler).
- 6.13 If you notify us that your Hardware and/or equipment contain faulty components, you must give us sufficient information to assess the kit components (including allowing us to test your equipment to evaluate its performance). If we find that the relevant component is not faulty, we may charge you a service fee. We will tell you the amount of the service fee before we test the hardware and equipment.
- 6.14 If you notify us that your Hardware and/or equipment is faulty, within warranty and needs to be returned, you will be shipped a replacement modem and a return freight bag for the faulty hardware. If the faulty hardware is not returned to us, with all cables and components within 21 days of you receiving a replacement modem and a return freight bag, you will be charged the full price for the purchase of the new unit that we shipped to you and shipping costs regarding the prepaid satchel that was sent to you.

Warranty

- 6.15 Where we supply any Required Equipment to you, we provide the warranty specified in the Pricing Schedule at no extra cost. The warranty does not apply where you have supplied your own Required Equipment.

Emergency Services

- 6.16 You acknowledge and agree that:
- (a) the iiNet Business Voice Service supports access to emergency call services (000 or other emergency service telephone numbers) but the Service will not be available in the event of a power failure or Interruption to your Broadband Service connection;
 - (b) the iiNet Business Voice Service is not a substitute for a standard telephone service (PSTN) and it is recommended that you maintain an alternative telephone service (PSTN or mobile) to make and receive calls and to ensure that you have on-going access to 000 and other emergency call services;
 - (c) we are not liable to you for any loss or damage you suffer or for any costs, expenses or charges you incur arising from any inability to access emergency call services using the iiNet Business Voice Service and which is not a direct result of our fault or negligence;
 - (d) Your full address details set out in your Application will be provided when notifying emergency call services organisations of your location in the event of an emergency. It is your responsibility to ensure that this information is current and to contact us if this information changes by calling Customer Support;
 - (e) the Service is not supported if operating across multiple sites due to the limitation of having a single service address identifying your location in the event of an emergency; and

SECTION B1: PHONE SERVICE DESCRIPTION

- (f) the Service will not be available in the event of a power failure or power outage, including access to emergency call services, if the power failure results in loss of internet connection. In the event that there is an interruption to the power supply and subsequent internet connection, the Service will not be available until power is restored. A power failure or disruption may require you to reset or reconfigure the Business Voice enabled modem/router prior to utilising the Service. For this reason, we strongly recommend that you do not disconnect your primary standard telephone service.

Customer Service Guarantee Waiver

Please read the below information carefully. It contains information about rights and protections provided under the Customer Service Guarantee that you agreed to forego in return for the great benefits of an iiNet Business Voice service.

- 6.17 The Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2) ("The CSG") sets out rights and protections and other performance standards a customer can expect from a telephone provider. If you would like a hardcopy, please contact our Customer Service Centre for assistance by phoning 13 22 58.

Those rights and protections and other performance standards are:

- (a) Provision of written information about;
- (A) A customers rights and protections at least once every two years;
 - (B) The performance standards which apply to the supply of a specified service;
 - (C) The obligations of the provider under the CSG;
 - (D) A customers entitlement to damages in the event of a contravention of the performance standards; and
 - (E) The supply, on request for more information about the performance standards.
- (b) Maximum connection timeframes;

Type of Connection	Timeframe
In place connections	
In place connection	2 business days
Existing connection outstanding	8 business days
Close to cable or infrastructure	
Urban (equal to or more than 10,000 people)	5 business days
Major rural (between 2,500 and 10,000 people)	10 business days
Minor rural (up to 2,500 people)	15 business days

SECTION B1: PHONE SERVICE DESCRIPTION

Type of Connection	Timeframe
Remote (up to 200 people)	15 business days
Not close to cable or infrastructure	
Urban	20 business days
Major rural	20 business days
Minor rural	20 business days
Remote	20 business days

- (c) Maximum fault restoration timeframes;

Community	Restoration timeframe
Urban (equal to or more than 10,000 people)	End of the 1st business day after the fault is reported
Rural (between 10,000 and 200 people)	End of the 2nd business day after the fault is reported
Remote (up to 200 people)	End of the 3rd business day after the fault is reported

- (d) Making and changing appointments;

Apt Period	Definition of missed
< 4 Hrs	Fails to attend within 15 mins
4 – 5 Hrs	Fails to attend within the period

- (e) Compensation for failure to meet timeframes;

Type of service delay	\$ per working days 1-5	\$ per working days 6+
Residential		
Connection or Repair of a standard service	\$14.52	\$48.40
Connection or Repair of an enhanced service	\$7.26	\$24.20
Connection or Repair of two or more enhanced services	\$14.52	\$48.40
Missed appointment	\$14.52 each	
Business		
Connection or Repair of a standard service	\$24.20	\$48.20
Connection or Repair of	\$12.10	\$24.20

SECTION B1: PHONE SERVICE DESCRIPTION

Type of service delay	\$ per working days 1-5	\$ per working days 6+
an enhanced service		
Connection or Repair of two or more enhanced services	\$24.20	\$48.40
Missed appointment	\$24.20 each	

- 6.18 Part 5 of the CSG allows for a service provider to propose that a customer waive their rights & protections and other performance standards to obtain a significant service benefit.
- 6.19 Pursuant to Part 5 of the CSG, iiNet proposes that you waive your rights & protections under the CSG in return for a significant service benefit.
- 6.20 In return for your acceptance of this proposed waiver of your rights & protections under the CSG, iiNet can provide this Business Voice service at substantially cheaper rates than would otherwise be charged for a Telephone Service. These substantially cheaper calls are detailed here <http://www.iinet.net.au/business/medium/phone/voip/>
- 6.21 By agreeing to this document you are waiving your rights & protections under the CSG so that iiNet may provide you with the significant service benefit of low calling rates.
- 6.22 By agreeing to this document you are not able to make a claim to iiNet Ltd for compensation where the performance standards in the CSG are not met.

Your acceptance of this proposed waiver of your rights & protections under the CSG is a condition of iiNet supplying you the Business Voice service. This waiver will take effect seven days from the date of you agreeing to it, unless you notify iiNet that you wish to withdraw your waiver. If you withdraw your waiver, iiNet cannot provide you with the service.

7. CHARGES AND BILLING

Charges

- 7.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application in accordance with the General Terms and any applicable provisions in the Pricing Schedule.
- 7.2 Using a 1414 override code to make a Local Call whilst Preselected to us will incur the toll rates set out in the Pricing Schedule. Premium rate services and specially-tariffed services are charged at the rates set out in the Pricing Schedule.
- 7.3 Prior to making calls, you may be able to obtain an estimate of the call charges payable by using the "Call Calculator" tool available on our Website. However, this tool can only be used to provide an estimate of call charges and you should check the Pricing Schedule, the calling costs set out on our Website and any additional charges specified in your Application for all charges payable by you.

SECTION B1: PHONE SERVICE DESCRIPTION

Variation of Charges

- 7.4 We may vary the call charges and any other charges set out in the Pricing Schedule from time to time. We will give you not less than 30 days prior notice of such variations by one of the methods of giving notice listed in clause 1.3 of the General Terms.

If the variation has more than a minor detrimental impact on you, you may cancel the Service in accordance with clause 1.4 of the General Terms.

Bills

- 7.5 We will endeavour to bill you on the same day each month commencing from the Service Commencement Date.
- 7.6 Your bill will be electronically mailed to the email address you provide to us from time to time. Printed paper invoices requested by you will incur a monthly fee per invoice as set out in the Pricing Schedule. An itemised bill is available online through our customer account management (toolbox) Website using the Call Tracker and is available 24 hours, 7 days a week.
- 7.7 You agree that your bill will contain only a summary of your total call charges, provided that we will make available itemised call details in accordance with clause 7.6. You will need to use your username and password from your current Internet account to access this information.

Payment

- 7.8 You must pay the charges for the Service by direct debit payment from your credit card or nominated bank account.
- 7.9 If you choose to provide us with your credit card details for the purposes of paying for the Service, we may:
- (a) charge all fees to your credit card on a monthly basis from the Service Commencement Date;
 - (b) disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and
 - (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- 7.10 If a direct debit from your bank account or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).

Timed Call Charges

- 7.11 You must pay for all timed calls made using the Service calculated from the time of initiation of the call to successful termination of the call. In this regard, you are responsible for ensuring that all calls made by you or another person (whether with or without your consent) using the Service are successfully terminated, meaning that the call is completed and successfully disengaged.

SECTION B1: PHONE SERVICE DESCRIPTION

8. QUALITY OF SERVICE AND FAULTS

Service availability

- 8.1 Within a service area, it is technically impracticable to guarantee that the Service is available in each place within that area, or that capacity is available at all times to make and receive calls, or that the Service is free of faults or errors.

Call Tracker

- 8.2 You can monitor calls which you make using the Service by using the Call Tracker at our customer account management (toolbox) Website. You must use your username and password provided by us in order to access the Call Tracker.
- 8.3 If you have any queries regarding any of the calls made using the Service and recorded on the Call Tracker, please contact us by telephoning or emailing a Customer Service Representative.

Fault reporting

- 8.4 If you become aware of any fault in the Service (for example, you are disconnected during a call, experience a bad line call, or the Service is unavailable for use), hang up from the call immediately and report the fault to us by telephoning or emailing a Customer Service Representative.

Fault repair

- 8.5 We aim generally to repair faults in the Service (up to the boundary of Our Network) as soon as practicable after you notify us of the fault. From time to time we may rely on third parties such as Telstra to repair faults to your Service. Particular timeframes for repairing faults in the Service may be set out in the Customer Service Guarantee. If you and us are not able to resolve your complaint to your satisfaction, you may refer your complaint to the Telecommunications Industry Ombudsman or the ACMA.

Credit

- 8.6 Subject to our obligations in the Customer Service Guarantee, if we consider that you have received poor service from us, we may, in our absolute discretion, provide a credit to you in relation to your future use of the Services. These credits must be used by you before the termination or expiry of the Services and will not be transferable or redeemable for cash.

Informing Telstra and other Suppliers

- 8.7 In respect of the Access Line available through the iiNet Telephony Network Service, we are reselling Telstra services and, where there is a fault, we will therefore need to inform Telstra of the fault report and request Telstra to investigate and correct the fault. Telstra may need to contact you about the fault report and you must provide Telstra with the assistance and access to premises it reasonably requires.
- 8.8 In respect of the iiPhone Preselect Service, we use the services of other Suppliers (including Telstra) in order to supply the Service to you, and will need to inform such other Suppliers of any fault report and may request such other Suppliers to

SECTION B1: PHONE SERVICE DESCRIPTION

investigate and correct any fault. Accordingly, other Suppliers may need to contact you about the fault report and you must provide such other Suppliers with the assistance and access to premises they reasonably require.

9. CANCELLATION AND SUSPENSION OF SERVICE

9.1 We may, without liability, cancel supply of the iiNet Telephony Network Service to you after giving you 21 days notice, if:

- (a) you cease to acquire from us a current ADSL Service or Dialup Service;
- (b) you continue to use override codes after we give you notice; or
- (c) your Access Line ceases to be Preselected to us and you do not rectify it or we are unable to, or elect not to change the Preselection back in accordance with clause 4.7.

9.2 We may, without liability, immediately cancel supply of the iiNet Netphone1 Service to you by giving you 21 days notice, if at any time you cease to acquire from us your Broadband Service.

9.3 You will cease to acquire:

- (a) the iiNet Telephony Network Service:
 - (A) if we continue to provide the iiNet Telephony Network Service over the Access Line, but responsibility for the Service is to be transferred from you to another person, from the date on which we accept that person as a customer by implementing the necessary changes in the Service account details; or
 - (B) if we are to cease supplying the iiNet Telephony Network Service, from the date from which Telstra ceases to regard us as being contractually responsible to Telstra for the Access Line.
- (b) the iiPhone Preselect Service:
 - (A) if we continue to provide the iiPhone Preselect Service over the Access Line, but responsibility for the Service is to be transferred from you to another person, from the date on which we accept that person as a customer by implementing the necessary changes in the Service account details; or
 - (B) if we are to cease supplying the iiPhone Preselect Service, from the date on which your new supplier notifies us that the Preselection change of your Access Line to your new supplier has been implemented.

9.4 Our rights to suspend or terminate the Service under this clause 9, or any other clause of this Service Description, are in addition to our rights to suspend or terminate the Service under the General Terms of our CRA.

SECTION B1: PHONE SERVICE DESCRIPTION

10. PHONE NUMBERS AND NUMBER PORTABILITY

Selection and assignment of Phone Numbers

- 10.1 All Phone Numbers are selected, issued and used in accordance with the *Telecommunications Numbering Plan* and any numbering instruments issued pursuant to the Telecommunications Act. In order to comply with these requirements or with the requirements of any Regulatory Authority which administers Phone Numbers, we may be required to vary, withdraw, suspend or reassign a Phone Number assigned to your Access Line. We will give you as much prior notice as is reasonably practicable.
- 10.2 We are responsible for selecting and assigning the Phone Number for a Service unless you port your Phone Number from your previous supplier's service.

Porting your Phone Number

- 10.3 If you are a customer who is connected to a Network other than ours and you wish to acquire the Service, you may be able to retain (port) your existing telephone number, subject to availability and technical and commercial considerations.
- 10.4 The porting of your Phone Number will be conducted in accordance with the relevant Communications Alliance codes. You may port your Phone Number if it is declared portable in accordance with the porting requirements administered by the relevant Regulatory Authority and no exemption from such obligations has been granted. If you have ported your Phone Number from another service provider and the Service is subsequently terminated under our CRA or you terminate the Service without reconnecting to another service provider, you will no longer have the right to use that Phone Number. Similarly, if you port your Phone Number from us to another service provider and are then disconnected you will no longer have the right to use the Phone Number.
- 10.5 In order to port your Phone Number to us, you must complete and sign a Porting Authority Form (PAF). You warrant to us that all information supplied by you in the PAF is complete and correct. You indemnify us against (and pay us for) any loss, liability, claim, damage, costs, expenses and charges reasonably incurred by us as a result of, or in connection with, the porting of any Phone Number to us which you authorise us to port but which Phone Number has not been validly assigned or allocated to you, or otherwise in connection with any incorrect or incomplete information supplied by you in the PAF.
- 10.6 Your previous telephone provider may charge you for porting and there may be other costs and obligations such as early termination fees payable to your previous telephone provider. You indemnify us against all such fees and charges.
- 10.7 During the process of porting the Phone Number from another supplier's network to us there may be a brief period when the Service is interrupted.

No liability for Phone Numbers

- 10.8 We are not liable to you for any expense or loss incurred by you due to:
- (a) any variation, withdrawal, suspension or reassignment of a Phone Number under clause 10.1; or

SECTION B1: PHONE SERVICE DESCRIPTION

- (b) you ceasing to have the right to use a Phone Number pursuant to clause 10.4

11. CALLING NUMBER DISPLAY (CND) & CALLING LINE ID (CLI)

What is CLI?

- 11.1 Calling line identification (CLI) is information that is sent through the Network when you make a call. It allows the other party to see your telephone number if they have the right equipment. CLI is automatically displayed by default.

Blocking CLI

- 11.2 You can choose whether to block transmission of CLI according to the terms and conditions of the optional features available with your Service as noted on our Website. Please refer to the account management tools available on our Website to enable these features.
- 11.3 Even if you have chosen to block transmission of your CLI on your line there are some circumstances in which your CLI will always be disclosed. You can NOT block CLI on calls made by you or someone else on your phone line:
 - (a) to the emergency service numbers (eg, 000);
 - (b) on internet dial up calls made to an Internet Service Provider (ISP) who uses a Telstra ISDN service or an 0198307 or 0198308 access number, but only where the ISP uses the CLI for fraud prevention, billing, call management or credit control;
 - (c) on standard telephone calls made to other carriers and carriage service providers for fraud prevention, billing, call management and credit control; or
 - (d) when you or someone else uses another carriage service provider by using a network override code.
- 11.4 If you do not block CLI in respect of calls made from your phone, you acknowledge and agree that when a call is made from your phone your Phone Number may be sent automatically to the equipment of the called party and displayed on the called party's phone.

What is CND?

- 11.5 Calling number display (CND) allows you to see the number of a person calling you before answering if you have appropriate equipment (and the caller has not blocked the sending of their CLI). If a party calling your phone has not blocked CLI in respect of a call made from their equipment, and Your Equipment is capable of accepting CLI information and you have enabled CND (refer to the Pricing Schedule for monthly service costs) the Phone Number of the calling party may be displayed on your phone at the time the call is made.

SECTION B1: PHONE SERVICE DESCRIPTION

12. THE INTEGRATED PUBLIC NUMBER DATABASE (IPND)

- 12.1 Your Service is supplied to you with a public number and we, like other suppliers, are required by law to supply your name, address, Phone Number and certain other details to a database known as the Integrated Public Number Database (IPND). This applies to all customers including unlisted customers. The IPND is used for purposes including to publish public number directories, provide directory assistance, operate emergency call services, assist law enforcement agencies and safeguard national security.
- 12.2 If you have a silent line, your Phone Number and other unlisted service information will not be published in public number directories or be disclosed by directory assistance, even though it must be provided to the IPND for the other uses referred to in clause 10.1. You must contact us if you wish to have your basic IPND data altered in any way.
- 12.3 The IPND is maintained by Telstra. We will not be responsible for any breach by Telstra of its obligations in relation to the IPND, including any publication or disclosure by Telstra of IPND data in public number directories or directory assistance contrary to any instructions given by you.

13. AGENCY

- 13.1 While you are our customer, you appoint us as your agent to deal with your current suppliers and Telstra, with full authority to act on your behalf in relation to the Access Line including without limitation:
- (a) to require Preselection to be changed to or from us;
 - (b) to terminate your existing supply arrangements with a supplier (including Telstra);
 - (c) to request access to any of your account information held by any supplier or by Telstra; and
 - (d) to receive from you, and to deal with a supplier or Telstra in respect of, any faults, provisioning and service change requests or maintenance issues concerning the Access Line or telecommunications services provided over that line.

14. CHANGE OF LESSEE

- 14.1 From 11 August 2008 customers will incur a charge against basic telephone services when a Change of Lessee is requested. Requests for a Change of Lessee will incur a charge as defined in the pricing schedule.
- 14.2 Situations which involve a Change of Lessee on a service include:
- (a) where you are accepting a transfer of an existing Basic Telephone Service from another person;
 - (b) where there is a change of legal entity of the end user (including where there is a change of Australian Company Number (A.C.N) or Australian Business Number (A.B.N));

SECTION B1: PHONE SERVICE DESCRIPTION

- (c) when a Change of Lessee request requires us to add service/s to your existing
 - (d) account or a new account in your name.
- 14.3 The charge will not apply where the change is as a result of any of the following;
- (a) the new end user lived with the original end user, who has died;
 - (b) the new end user lived with the original end user at the premises to which the Basic Telephone Service is supplied, and the original end user cannot enter the premises;
 - (c) a Change of Lessee on Payphone lines;
 - (d) the transfer of a service from a carriage service provider who is re-supplying the service to an end user, to another carriage service provider who will re-supply the
 - (e) service to the end user (commonly referred to as a churn of service);
 - (f) change of name but no change of legal entity e.g. Name changed due to marriage, divorce and deed poll; or change of name but no change of A.C.N or A.B.N.; or customer changes 'trading as name' but does not change legal entity;
 - (g) because of a restraining order.
- 14.4 Where the Change of Lessee request meets one of the situations outlined above in respect of which the charge does not apply, this must be communicated to our Customer Service team.

15. DEFINITIONS

- 15.1 In this Service Description:

Access Line means a line or line, and ancillary facilities, over which the Service is delivered, connecting a telephone or other equipment to a local exchange of a carrier or carriage service provider.

ACMA means the Australian Communications and Media Authority (www.acma.gov.au).

Call Tracker means the call management function on our customer account management (toolbox) Website.

Customer Service Guarantee Waiver means an agreement between you and us that makes up this CRA, that acknowledges that you wish to waive the protections and rights provided under the Customer Service Guarantee (CSG) for the service/s noted.

Customer Service Representative means a person contracted or employed by us for the purpose of responding to customer queries, available by telephoning 13 22 58 or emailing support@iinet.net.au, or such other telephone number or email address notified to you by us from time to time.

SECTION B1: PHONE SERVICE DESCRIPTION

Facility has the meaning given by the Telecommunications Act.

Incompatible Product List means the list of products which are incompatible with the Service and which are published on our Website.

iiNet Telephony Network Service means the standard telephone service provided by us over Our Telephony Network. The network is used to supply the service to you over an unconditioned continuous metallic twisted pair that connects your Premises to Our Network.

Local Call means a local call as defined in Telstra's Standard Agreement from time to time.

Local Exchange Carrier means the supplier that owns and operates the Access Line.

On-Net Numbers means numbers that are supplied to customers of our iiNet Netphone1 Service or OzENetphone1 Netphone1 Service.

Optus Cable Network means the Optus hybrid fibre coaxial cable network.

Our Network means the iiNet Telephony Network.

Phone Number means the service number assigned to your Access Line.

Port means, in respect of a Phone Number, to transfer a customer's Phone Number from one Local Exchange Carrier to another in conjunction with the customer's local call service.

Porting Authority Form or **PAF** means an authorisation from you to Port the Phone Number, in such form as provided by us or that we otherwise agree to accept.

Preselect an Access Line means to designate a particular supplier to provide Preselectable Calls over that Access Line and Preselection and Preselected have corresponding meanings.

Preselectable Calls mean national long distance voice calls to a geographic number, international direct-dial voice calls, operator assisted services accessed by the common operator assisted service numbers and calls to mobile services.

Required Equipment means:

- (a) a telephone handset; and
- (b) a Netphone1 enabled modem/router or, if you do not have a Netphone1 enabled modem/router, an analogue telephone adapter or ATA.

Telephony Product List means the list of telephony products which are supplied by us and which are published on our Website.

Telstra means Telstra Corporation Limited ACN 051 775 556.

Telstra Facility means a Facility owned by Telstra.

Telstra's Standard Agreement means the Telstra Standard Form of Agreement formulated for the purpose of section 479 of the Telecommunications Act.

SECTION B1: PHONE SERVICE DESCRIPTION

Unless otherwise stated, a reference to a clause is to a clause in this Service Description.

SECTION B2: ADSL SERVICE DESCRIPTION

Customer Relationship Agreement SECTION B2: ADSL SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 14.

1. ABOUT THE ADSL SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the ADSL Service Description of our CRA under which we supply Internet access services to you.
- 1.2 The General Terms set out in Section also apply.

Service options

- 1.3 The ADSL Service comprises of the following Service options:

- (a) Broadband1 Home-1-6, and Business-1-6,
- (b) Broadband2+ Home-1-4, and Business-1-4

The Service features for all current Service options are described in the Pricing Schedule. Some ADSL Pricing Plans and products are no longer available for Application as indicated in the Pricing Schedule and are known as “**Grandfathered Products**”.

2. THE ADSL SERVICE

What is the ADSL Service?

- 2.1 The ADSL Service is a Broadband Internet Access Service that provides access to the Internet and related services, such as email and the world wide web, by means of Asymmetric Digital Subscriber Line (ADSL) technology

You may also have selected in your Application features and characteristics applicable to the Service. We will provide the Service to you based on those selections.

Service requirements and restrictions

- 2.2 In order to receive the Service:
- (a) you must meet all of our System Requirements; and
 - (b) you must install, or arrange for the installation of, all the Required Equipment.
- 2.3 The Service is only available in locations which are ADSL enabled. Your ADSL Phone Line is subject to a Full Service Qualification as not all telephone lines are compatible with ADSL.

SECTION B2: ADSL SERVICE DESCRIPTION

2.4 The Service can only be supplied using a telephone line that is able to be connected to Telstra's local telephone service or another service provider's Telstra local resale service.

2.5 You acknowledge that:

- (a) you may not be able to receive the Service at your location;
- (b) we do not provide technical support for Services using the ADSL Modem under the following conditions:
 - (A) running internal networks connected to the Service;
 - (B) running network services or providing network services to others via the Service;
 - (C) running connectivity software other than that provided with the ADSL Modem; or
 - (D) Macintosh operating systems below v10.0.
- (c) the ADSL Modem only supports a single computer connected to that modem or router;
- (d) we do not guarantee that the Modem Software or other Software will be compatible with any network of machines you may have after the ADSL Modem;
- (e) we do not guarantee Internet access through wireless access, or the compatibility of a wireless device or connection with Your Equipment and/or network structure;
- (f) some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service;
- (g) we do not guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time as variables such as signal strength, distance from exchange, traffic and load have an effect on the connection speed;
- (h) we do not guarantee the availability of ports or access to our DSLAM Network;
- (i) we will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us). This does not limit your right to obtain rebates in some circumstances, as set out in clause 15.2 of the General Terms.
- (j) we will endeavour to use the fast transfer process whenever possible to facilitate the transfer in and out of the service; however, we do not

SECTION B2: ADSL SERVICE DESCRIPTION

guarantee access to fast churn and it should not be relied upon as a term of the Service.

2.6 The following restrictions apply to the use of the Service:

- (a) You must be the Legal Lessee (account holder) of the ADSL Phone Line or, if you are not the Legal Lessee of the ADSL Phone Line used to connect to the Service, you have obtained the Legal Lessee's permission to connect the Service;
- (b) You must be over 18 years of age to apply for the Service. Minors (under the age of 18 years) must be supervised by a parent, teacher or other responsible adult at all times while using the Service, and we are not responsible for any Internet content that may be viewed while using the Service.

Contract Term

2.7 We will provide, and you must acquire the Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the end of the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

2.8 The Home-1 plan requires a 24 month contract for new and out of contract customers. Existing customers already on a contract can change to Home-1 with no change in their current Contract Term as part of our Fair Contract Guarantee.

3. INSTALLING THE SERVICE

Self Installation

3.1 We will activate the Service by preparing the telephone circuits on your ADSL Phone Line and will notify you of ADSL Line Completion via the email address provided on your Application or via SMS to the mobile number provided on your Application.

3.2 We will deliver the hardware and or other equipment within a reasonable time after ADSL line Completion.

3.3 You acknowledge that we may activate the Service on your ADSL Phone Line before delivering the hardware or equipment and that there may be a minor disruption to your standard telephone service during installation and activation of the Service.

3.4 You will install the Service at the Premises. You will be responsible for the cost of any third party services that may be required in connection with the installation of the Service to the Premises (eg electrician or licensed cabler).

3.5 If you notify us that your Hardware and/or equipment contain faulty components, you must give us sufficient information to assess the kit components (including allowing us to test your PC to evaluate its performance). If we find that the relevant component is not faulty, we may charge you a service fee. We will tell you the amount of the service fee before we test the hardware and equipment.

SECTION B2: ADSL SERVICE DESCRIPTION

- 3.6 If you notify us that your Hardware and/or equipment is faulty, within warranty and needs to be returned, you will be shipped a replacement modem and a return freight bag for the faulty modem. If the faulty modem is not returned to us, with all cables and components within 21 days of you receiving a new modem and a return freight bag, you will be charged the full price for the purchase of the new unit that we shipped to you and shipping costs regarding the prepaid satchel that was sent to you.

Provisioning timeframes for broadband services

- 3.7 Provisioning your broadband services can take between 5 and 20 business days for a service on the iiNet DSLAM network. Some services are eligible for a streamlined provisioning process, which can reduce the time it takes for the service to be provisioned. This is called the “Premium Provisioning” process and can be purchased during your Application. The Premium Provisioning process is charged at the rate described in Section C: Pricing Schedule.

4. SOFTWARE

- 4.1 We may choose to provide the Modem Software and other Software to you for use with the Service.

Licence to use

- 4.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Modem Software and other Software subject to this clause 4 and any end user agreement provided with the software at the time of installation.

Restrictions on Use

- 4.3 Where we provide Software to you, you must:
- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional PCs corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;
 - (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer the Software or create any derivative works based on the Software or merge the Software with any other software, except as permitted under the *Copyright Act 1968*;
 - (c) only use the Software in accordance with our reasonable directions from time to time;
 - (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
 - (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
 - (f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.

SECTION B2: ADSL SERVICE DESCRIPTION

- 4.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

5. EQUIPMENT

- 5.1 We will provide you with the Required Equipment you order from us in your Application. This equipment may be new or 'as new' and if the equipment is 'as new' we will disclose this to you before delivery. Risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.
- 5.2 If we do not supply any or all of the Required Equipment to you, you will need to have purchased all of (or the remainder of) the Required Equipment before we can supply the Service to you. If you choose to supply some or all of the Required Equipment yourself for use with the Service:
- (a) any such equipment, including ADSL modem and filters, must meet the requirements specified in the "broadband help" section of our "help and support" web page located on our Website.
 - (b) the operation of such equipment and any repairs to it will be your responsibility.

6. TELEPHONY DEVICES

- 6.1 Where a telephony device (such as a standard telephone, fax machine, answering machine, or dialup analogue modem) is attached to your ADSL Phone Line, you acknowledge that, in order to receive the Service:
- (a) a filter is required on each telephony device; and
 - (b) a central splitter must be installed on your ADSL Phone Line if:
 - (A) a monitored security system (back-to-base) dials out on your ADSL Phone Line;
 - (B) more than three telephony devices are connected to your ADSL Phone Line;
 - (C) a wall mounted telephone is connected to your ADSL Phone Line; or
 - (D) a mode 3 phone socket is connected to your ADSL Phone Line.
- 6.2 You must install any required central splitter hardware at your own cost and you will be responsible for the cost of any third party services that you may require in connection with such installation.
- 6.3 We will supply, at no additional cost, one filter with any ADSL Modem and any router which you purchase from us. You are responsible for the cost of any additional filters which may be required.

SECTION B2: ADSL SERVICE DESCRIPTION

- 6.4 You acknowledge that failure to install, or to correctly install, the filter or central splitter can result in the Service being interrupted and/or the Service interfering with the operation of monitored security systems or telephony devices.

7. SERVICE CHARGES AND BILLING

Service charges

- 7.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application and in accordance with any applicable provisions in the Pricing Schedule.
- 7.2 The charges for the Service will depend on the Service option and features and characteristics for each Service option selected by you in your Application.

Monthly Usage Allowance

- 7.3 Some ADSL Pricing Plans have a Monthly Usage Allowance. If this applies to your selected ADSL Pricing Plan and you exceed the Monthly Usage Allowance:
- (a) your access to the Service may be Shaped in accordance with clause 9;
 - (b) we may bill you Excess Usage Charges for your Excess Usage; and/or
 - (c) if you exceed the Time Usage Allowance, we may disconnect the Service to maintain the integrity of our Network.

Billing

- 7.4 We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule and selected by you in your Application, and any other terms set out in the Pricing Schedule.
- 7.5 In the first and last months of the Contract Term, we will only bill you for usage charges incurred by you during those months, up to a maximum of the Monthly Service Fee otherwise payable for each of those months.
- 7.6 Your bill will be electronically mailed to the email address you provide us from time to time. Printed paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

Variation of charges

- 7.7 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

Commencement of charges

- 7.8 Service charges will accrue from:
- (a) the date of ADSL Line Completion, where we provide you with the Hardware and/or equipment; or

SECTION B2: ADSL SERVICE DESCRIPTION

- (b) the date of ADSL Line Completion, where we have made a first delivery attempt to provide you with the Hardware and/or equipment; or
- (c) the date of ADSL Line Completion, where you supply some or all of the Required Equipment yourself.

Payment

7.9 You must pay the charges for the Service:

- (a) if you also elect to receive our Phone Service, by direct debit payment from your credit card or nominated bank account; or
- (b) if you have additional ADSL services that require payment by automatic debit on the same account as a service that allows flexible payment options, by direct debit payment from your credit card or nominated bank account.
- (c) if you have a product that accepts flexible payment methods by credit card, automatic direct debit, direct debit BPAY, invoice, cheque or purchase order

7.10 If payment by automatic debit is required, then you must pay the Service charges by direct debit payment from your credit card or nominated bank account. If you choose to provide us with your credit card details for the purposes of paying for the Service, we may:

- (a) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 7.8;
- (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
- (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees; and
- (d) charge any Break Fee payable under clauses 9.4 or 10 to your credit card immediately on notice of cancellation of the Service.

7.11 If your direct debit from your bank account payment or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).

7.12 Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clauses 15.2 to 15.5 of Section A General Terms, you must continue to pay the charges for the Service even if:

- (a) your computer is not working;
- (b) you actively cease using the Service for any reason in circumstances where the Service is available for use; or
- (c) the Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.

SECTION B2: ADSL SERVICE DESCRIPTION

8. MONTHLY USAGE ALLOWANCE AND SHAPING

Monthly Usage Allowance

- 8.1 Each ADSL Pricing Plan provides a Monthly Usage Allowance that represents the maximum Usage that can be used at High Speed during a Billing Month (regardless of the number of days in that month).
- 8.2 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service ("**Billing Month**"). Your amount of data Usage (measured in Megabytes) applies to both Downstream and Upstream data.

Shaping

- 8.3 If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Service will be Shaped.
- 8.4 If your broadband plan is currently unbundled and you choose to bundle part way through your calendar cycle or if you change to a plan with different download quotas – the quota you have used thus far will be deducted from the On Peak and Off Peak or anytime allocation of your new plan. This principle also applies if you are currently bundled and choose to unbundle your broadband service.
- 8.5 Your Service will remain Shaped until the commencement of the next Billing Month. Any unused Monthly Usage Allowance in any Billing month cannot be rolled over into subsequent Billing Months.
- 8.6 Your Service is shaped on the period (On Peak, Off Peak or Anytime) in which you've exceeded your quota. You can find details of your On Peak/Off Peak timing by logging into [Toolbox](#) and selecting 'Volume Usage' from your account tools.
- 8.7 You may purchase additional quota for your plan by adding a Data Pack as outlined in the Pricing Schedule. Quota is added to the applicable period (Anytime, On Peak or Off Peak.) Any unused allowance in your Data Pack in any Billing Month cannot be rolled over into subsequent Billing Months.

Monitoring your Usage

- 8.8 We may notify you by email to your email address provided by you from time to time, when your Usage has exceeded the Monthly Usage Allowance. We reserve the right to monitor any additional Usage whilst access to your Service is Shaped.
- 8.9 An online Usage monitoring application is provided at our web page to allow you to view your Usage for the current Billing Month.

9. CANCELLATION, SUSPENSION AND VARIATION

Cancellation or suspension by us

- 9.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.
- 9.2 Our rights to suspend or cancel the Service under this clause 9, or any other clause of this Service Description, are in addition to our rights to suspend or cancel the Service under the General Terms of our CRA.

SECTION B2: ADSL SERVICE DESCRIPTION

Cancellation or suspension by you

- 9.3 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 9.4.
- 9.4 If you cancel the Service after ADSL Line Completion but before the end of the Contract Term, the Fees set out in the Pricing Schedule 1 to this Service Description apply. Subject to clause 9 of the General Terms (Billing Disputes), you authorise us to debit these payments to your credit card or bank account within a reasonable time after receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a Related iiNet Entity to you.
- 9.5 ADSL services cannot be suspended as there is an on-going cost incurred by maintaining the connection with the supplier that we will incur.

Variations

- 9.6 You may vary a Service or an ADSL Pricing Plan to another Service or ADSL Pricing Plan within that range by:
- (a) completing and submitting a new online application form located on our Toolbox plan change web page or by telephoning Customer Support and asking a customer service representative to complete the application form on your behalf;
 - (b) paying the Downgrade Fee as set out in the Pricing Schedule, if a Downgrade Fee applies; and
 - (c) paying the revised charges for the varied Service (if any) from the date of completion of the variation.
- 9.7 If you vary your Service or ADSL Pricing Plan by using the online Toolbox plan change referred to in clause 9.6(a), you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 9.8 If you vary your Service or ADSL Pricing Plan in accordance with clause 9.6, such variation will not affect the duration of the Contract Term.
- 9.9 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping and for determining whether Excess Usage Charges are payable.

10. ADSL PHONE AND MOVING PREMISES

Cancellation or disconnection of your ADSL Phone Line

- 10.1 You acknowledge and agree that the Service will be disconnected from your ADSL Phone Line if:
- (a) you relocate your ADSL Phone Line to a new address or phone number or different phone number at the existing address;

SECTION B2: ADSL SERVICE DESCRIPTION

- (b) changes are made to your ADSL Phone Line details (e.g. change of account holder name or change of service provider);
- (c) your ADSL Phone Line is cancelled.

10.2 You acknowledge and agree that:

- (a) unless we are your nominated service provider, any cancellation of your ADSL Phone Line is a matter between yourself and your nominated service provider, and we are not a party to this event;
- (b) if you wish to have the Service reinstalled on your ADSL Phone Line, you are responsible for having your ADSL Phone Line reconnected at your own cost.
- (c) if you fail to reconnect your ADSL Phone Line within 14 days, you will be liable to pay the Contract Break Fees referred to in clause 9.4;
- (d) if you request us to reinstall or reprovision the Service on your ADSL Phone Line, you must pay us the reconnection fee specified in the Pricing Schedule;
- (e) you must continue to pay all charges for the Service during Downtime where such Downtime arises due to the cancellation or disconnection of, or change to, your ADSL Phone Line other than as a result of our fault or negligence.

Moving Premises

10.3 The Service may not be available from all locations. Accordingly, if you plan to move premises and relocate the Service to your new address, you must make a new Application and give us at least 30 days notice of your new address before you move.

10.4 If the Service is available at your new address:

- (a) we may accept your Application and provide the Service at your new address; and
- (b) we will charge you a relocation fee as specified in the Pricing Schedule.

10.5 If the Service is not available at your new address and you move before the end of the Contract Term and:

- (a) you elect to obtain an alternative service from us at your new address, we will waive any Break Fee payable under clause 9.4, but we may charge you a Downgrade Fee as specified in Appendix 1 of this Service Description if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).
- (b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then:

SECTION B2: ADSL SERVICE DESCRIPTION

- (A) the Service will be automatically cancelled 30 days after you notify us in accordance with clause 10.3; and
 - (B) the Contract Break Fees referred to in clause 9.4 will apply.
- 10.6 If broadband is available at your new address but due to the relocation, your network changes from iiNet to Telstra or from Telstra to iiNet;
 - (a) and you are on a currently sold broadband plan, you will be moved to the equivalently priced plan on the new network
 - (b) and you are on a legacy broadband plan (i.e. formerly sold plan), you will need to move to a current broadband plan. If you have a legacy voice product (Phone or Netphone1) you will also have to upgrade to a current voice plan where applicable.
- 10.7 If you have an iiPhone preselect plan, changing premises will require you to either unbundle your preselect service and take a broadband standalone plan, or replace your preselect service with Home Phone (full phone service). If you choose the latter option, you will also be required to move to a currently sold broadband plan.

11. CUSTOMER SUPPORT

Fault reporting and rectification

- 11.1 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.
- 11.2 We will use reasonable endeavours to rectify the fault within 72 working hours after you report a fault to us in accordance with clause 11.1. However, depending on the nature of the fault, rectification may take longer. We provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service

Back-Up Service

- 11.3 Subject to clause 11.4, in the event of a Service fault described in clause 11.1, we will, at your request or as part of the Service, supply a back-up dialup service, via a standard modem ("**Back-Up Service**").
- 11.4 If we supply the Back-Up Service and the Service fault described in clause 11.1, in our reasonable opinion, was a result of, directly or indirectly, an act or omission by you, any person authorised by you or by any of your employees, agents or contractors:
 - (a) you will be responsible for supplying the standard modem at your cost;
 - (b) you must pay for the cost of the phone call from your modem to a back-up dialup number charged by your telecommunications service provider ("Connection Charge"); and
 - (c) your Internet Access Usage will be calculated against the modem dialup and will be recorded towards your Traffic Usage for the month.

SECTION B2: ADSL SERVICE DESCRIPTION

Warranty

- 11.5 We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with equipment we supply to you. The Warranty Periods do not apply where you have supplied your own modem or other equipment.

Software

- 11.6 We are not able to provide support for software not supplied by us, including software Downloaded from the Internet.

12. USE OF THE SERVICE

- 12.1 When using the Service you must comply with:
- (a) our CRA, including clause 4 of the General Terms, and this clause 12, and;
 - (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network your data traverses.
- 12.2 Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).
- 12.3 You must ensure that any software you use in relation to the Service is properly licensed.
- 12.4 The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.
- 12.5 All IP addresses provided by us for your use remain our property. Most Services include a dynamic IP address. A new IP address is usually allocated whenever the computer and modem is rebooted. The IP address remains until the next time the computer and modem is switched off. Where provided, you may configure your computer or modem to connect using a static IP address.
- 12.6 We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:
- (a) deleting transitory data that has been stored on our servers for longer than 90 days;
 - (b) deleting stored email messages that are older than 90 days;
 - (c) rejecting any incoming email messages and attachments that exceed 10 Megabytes (including encapsulation);
 - (d) delivering access and content via proxy servers;
 - (e) limiting the number of addresses to whom an outgoing email can be sent;
 - (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;

SECTION B2: ADSL SERVICE DESCRIPTION

- (g) managing the Network to prioritise certain types of Internet traffic over others; and
 - (h) blocking or filtering specific Internet ports.
- 12.7 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 12.8 You may request Additional Users on the Service in accordance with the Pricing Schedule
- 12.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 12.10 We may monitor use of the Service to investigate a breach (or suspected breach) of that policy or upon the request of an authorised authority. We do not have to monitor use of the Service, whether by you or anyone else. If we do so, we can stop the monitoring at any time. However, we are not under any obligation to enforce any other policy that applies to anyone using services that we provide to them.
- 12.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

13. YOUR ACKNOWLEDGEMENTS

- 13.1 You acknowledge that:
 - (a) the Service relies for its operation on content or services supplied by third parties, who are not controlled or authorised by us and we are not responsible for defamatory, offensive, indecent, abusive, menacing, threatening harassing or unsolicited material accessed or received by you; and
 - (b) we do not exercise any control over, authorise or make any warranty regarding:
 - (A) your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Service;
 - (B) the accuracy or completeness of any content which you may use, access or transmit using the Service including any data which we may store as part of the Service;
 - (C) the consequences of you using, accessing or transmitting any content using the Service, including any virus or other harmful software; or
 - (D) any charges which a third party may impose on you in connection with your use of the Service.

SECTION B2: ADSL SERVICE DESCRIPTION

14. DEFINITIONS AND INTERPRETATION

14.1 In this Service Description:

Additional User means a person (other than you) whom you nominate and authorise to use the Service.

ADSL Modem means an approved ADSL Modem.

Asymmetric Digital Subscriber Line or ADSL means the technology that allows the transmission of digital information at high bandwidths on twisted metallic pairs.

ADSL Line Completion means the date we notify you that your ADSL Phone Line is upgraded to utilise the Service, as determined by us.

ADSL Phone Line means your nominated telephone line used to deliver the Service.

ADSL Pricing Plan means a pricing plan for the ADSL Service identified in the Pricing Schedule.

Billing Month has the meaning set out in clause 8.2.

Broadband means a high-capacity communications pipeline capable of delivering a simultaneous range of services at speeds greater than conventional Dialup.

Dialup means a telephone connection in a system of many lines shared by many users. A dialup connection is established and maintained for limited time duration, at speeds no greater than 56kpbs.

Downtime means periods of unavailability or limited availability of Internet Access.

Early Termination Fee means a fee charged for disconnection of service within the first 6 months.

Excess Usage means Usage over and above the Monthly Usage Allowance

Excess Usage Charges means the fees payable for Usage over and above the Monthly Usage Allowance.

Full Service Qualification means the qualifications which your ADSL Phone Line must pass to support ADSL.

Hardware and/or **Equipment** means a kit containing all Required Equipment and Software ordered by you in your Application needed to connect to the Service

High Speed means data transmission speeds which are faster than conventional Dialup, as determined by us from time to time.

iTunes Content means music, music videos, audiobooks, iPod games, Pixar short films available on the iTunes Store (Australia).

Megabyte means a unit of data storage capacity equal to 10 to the power of 6.

SECTION B2: ADSL SERVICE DESCRIPTION

Modem Software means the software used and installed on a new customer's computer during installation, as updated from time to time (including upgrades and manuals), and which is included when you purchase an ADSL Modem from us.

Monthly Service Fees means the monthly fee due to us from you for the Service, excluding Set-up Fees, Usage Fees and Excess Usage Charges.

Monthly Usage Allowance means the Usage that is provided per month in accordance with the ADSL Pricing Plan selected by you in your Application.

Required Equipment means:

- (a) an ADSL modem;
- (b) an Ethernet port/card to connect your computer to the ADSL Modem;
- (c) a telephone wall socket to connect the ADSL Modem to your ADSL Phone Line;
- (d) an approved filter for each telephony device; and
- (e) any additional equipment that may be required for your particular computer and telephone requirements.

Set-up Fee means a once-off initial fee for setting up the Service.

Shaping means, where your Usage exceeds the Monthly Usage Allowance in any given billing month, the Download speed from the Internet will be slowed to the maximum speed applicable to the Service option selected by you, as specified in the Pricing Schedule.

Software means the Modem Software and any other software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

System Requirements means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our Website.

Toolbox means the customer account management area of our Website accessible by using your username and password.

Traffic means all data that is Downloaded or Uploaded. Traffic may take the form of emails, web requests and web data, File Transfer Protocol (FTP) and other services. If you are connected to the internet then you are using Traffic. The Service option and/or ADSL Pricing Plan you select will determine how your Traffic with us is calculated and billed.

Upload or Upstream means data that is outbound (i.e. outgoing from your Internet connection)

Usage means the amount of time generated or data Downloaded by your Internet access.

Usage Charges means the fees payable for Usage of the Service.

SECTION B2: ADSL SERVICE DESCRIPTION

Warranty Period means the period referred to in clause 11.5 and specified in the Pricing Schedule

- 14.2 Unless otherwise stated, a reference to a clause is to a clause in this Service Description.

SECTION B3: DIALUP SERVICE DESCRIPTION

Customer Relationship Agreement SECTION B3: DIALUP SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 9 of this Service Description.

1. ABOUT THE DIALUP SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Dialup Service Description of our CRA under which we supply Dialup Internet access services to you.
- 1.2 The General Terms set out in Section A also apply.

Service options

- 1.3 The Dialup Service comprises of the following Service options:
- (a) unlimited hours dialup and hourly dialup range
 - (b) standard iidialup2 or dialup2 (OzEmail) range;
 - (c) iidialup2 lite or dialup2 lite (OzEmail) range; and
 - (d) other products included in the Dialup Range.

The Service features for these Service options are described in the Pricing Schedule. Some dialup Pricing Plans and products are no longer available for Application as indicated in the Pricing Schedule and are known as “Grandfathered Products”.

2. THE DIALUP SERVICE

What is the dialup Service?

- 2.1 The Dialup Service is a Dialup Internet access service that provides access to the Internet and related services, such as email and the world wide web, by means of a Megapop Network connection on 0198 379 000. Access is on an on-demand basis.
- 2.2 You may also have selected in your Application features and characteristics applicable to the Service. We will provide the Service to you based on those selections.

Service requirements and restrictions

- 2.3 In order to receive and access the Service you must:
- (a) ensure that your computer meets all of our System Requirements and that you have a power supply required to run it; and

SECTION B3: DIALUP SERVICE DESCRIPTION

- (b) install, or arrange for the installation of a Dialup modem ("Dialup Modem") and a telephone wall socket to connect the Dialup modem to your telephone line.
- 2.4 You will need to have purchased the Dialup Modem before we can supply the Service to you. The operation of the Dialup Modem and any repairs to it will be your responsibility.
- 2.5 You acknowledge that:
 - (a) the data transmission speed achievable on Dialup can vary as factors such as modem configuration, your Internet connection and the technology used to provision the Service have an effect on the data transmission speed;
 - (b) if your computer does not meet the System Requirements, you will not be able to access, operate or use the Service or receive customer support; and
 - (c) you are solely responsible for your computer and its operation.
- 2.6 The following restrictions apply to the use of the Service:
 - (a) You must be the Legal Lessee (account holder) of your telephone line or, if you are not the Legal Lessee of your telephone Line used to connect to the Service, you have obtained the Legal Lessee's permission to connect the Service;
 - (b) You must be over 18 years of age. Minors (under the age of 18 years) must be supervised by a parent, teacher or other responsible adult at all times while using the Service, and we are not responsible for any Internet content that may be viewed while using the Service;

Term

- 2.7 We will provide, and you must acquire, the Service on a month to month basis in accordance with our CRA until it is cancelled in accordance with our CRA.

3. SOFTWARE

- 3.1 We may choose to provide the Web Accelerator Software and other Software to you for use with the Service.
- 3.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Web Accelerator Software and such other Software subject to this clause 3 and any end user agreement provided with the Software at the time of installation.
- 3.3 Where we provide the Web Accelerator Software or other Software to you, you must:
 - (a) only use that Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional PCs corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;

SECTION B3: DIALUP SERVICE DESCRIPTION

- (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer the Software or create any derivative works based on the Software or merge the Software with any other software, except where permitted by the *Copyright Act* 1968;
 - (c) only use the Software in accordance with our reasonable directions from time to time;
 - (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
 - (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
 - (f) comply with the terms and conditions of any end user agreement provided with the Software at the time of installation.
- 3.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

4. SERVICE CHARGES, BILLING AND PAYMENT

Monthly Usage Allowance

- 4.1 Some Dialup Pricing Plans have a Monthly Usage Allowance. If this applies to your selected Dialup Pricing Plan and you exceed the Monthly Usage Allowance we may:
- (a) bill you for Excess Usage Charges for your Excess Usage; and/or
 - (b) if you exceed the Time Usage Allowance, we may disconnect the Service to maintain the integrity of our Dialup Network.

Service Charges

- 4.2 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application and in accordance with any applicable provisions in the Pricing Schedule.
- 4.3 The charges for the Service will depend on the Service option and features and characteristics for each Service option selected by you in your Application.
- 4.4 Local call charges will apply in respect of the Service, provided you dial our nationwide Dialup number which is currently 0198 379 000 or such other number notified to you by us from time to time. If calling outside the nationwide calling area or calling via a mobile phone, additional call charges may apply.

Variation of Charges

- 4.5 We may vary the charges for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

Commencement of Service Charges

- 4.6 Service charges will accrue from the Service Commencement Date.

SECTION B3: DIALUP SERVICE DESCRIPTION

4.7 You must pay the Service charges even if:

- (a) your computer is not working;
- (b) the Service is unavailable or has limited availability for an insignificant period of time as a result of a Network or system outage; or
- (c) you actively cease using the Service for any reason in circumstances where the Service is available for use.

Billing

4.8 We will bill you for Monthly Service Fees:

- (a) if you also elect to receive our Phone Service, monthly in advance; or
- (b) otherwise monthly in advance unless you apply for the Service online and you choose an alternative billing period (either quarterly or annually in advance);

We will bill you for any other charges for the Service in accordance with the billing period and any other terms set out in the Pricing Schedule.

Payment

4.9 You must pay the charges for the Service:

- (a) if you also elect to receive our Phone Service, by direct debit payment from your credit card or nominated bank account; or
- (b) otherwise, by such flexible payment methods offered by us including credit card (phone and online), automatic direct debit, direct debit BPAY, or cheque.

4.10 If you choose to provide us with your credit card details for the purposes of paying for the Service, we may:

- (a) charge all fees to your credit card on a monthly basis from the Service Commencement Date;
- (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details; and
- (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.

4.11 if your direct debit from your bank account payment or from your credit card is declined for any reason, a Decline Fee may be charged.

5. YOUR USE OF THE SERVICE

5.1 When using the Service you must comply with:

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- (a) our CRA, including but not limited to clause 4 of the General Terms and this clause 5; and
 - (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network your data traverses.
- 5.2 Any use of the Service is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service, whether you give them permission to do so or not.
- 5.3 You must ensure that any software you use in relation to the Service is properly licensed.
- 5.4 The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.
- 5.5 All IP addresses provided by us for your use remain our property. Where applicable, the Service provides a dynamic IP address. A new IP address is provided each time your computer and modem is rebooted. The IP address remains until the next time your computer and modem is switched off. Where applicable, the service will come with a static IP.
- 5.6 We may at any time adjust aspects of the Service if it is necessary to do so for security or Network management reasons, including:
 - (a) rejecting any incoming email messages and attachments that exceed 10 megabytes;
 - (b) deleting transitory data that has been stored on our servers for longer than 90 days;
 - (c) deleting stored email messages that are older than 90 days;
 - (d) disconnect your Dialup session if you reach any session limit that applies to your Pricing Plan or Service;
 - (e) disconnect or log off a duplicate Dialup session if the same username is being used by two separate users at the same time;
 - (f) delivering access and content via proxy servers;
 - (g) limiting the number of addresses to whom an outgoing email can be sent;
 - (h) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
 - (i) managing the Network to prioritise certain types of Internet traffic over others; or
 - (j) block or filtering specific Internet ports.
- 5.7 We may monitor your account to ensure that you are complying with our terms or to investigate a breach, or suspected breach of, our terms. However, we are not under

SECTION B3: DIALUP SERVICE DESCRIPTION

any obligation to enforce any other policy that applies to anyone using services that we provide to them.

- 5.8 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 5.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 5.10 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.
- 5.11 You acknowledge that when you dial into our Dialup Network, we collect the Calling Line Identification (CLI) information of your phone line which includes your telephone number and the time and duration of your call. This occurs even if you have blocked the sending of your CLI information. CLI is used to direct your calls to the nearest location and for billing and fraud prevention purposes.

6. SUSPENSION, CANCELLATION AND VARIATIONS

- 6.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.
- 6.2 You may cancel the Service at any time by giving us notice in writing. You will not be required to pay any Break Fee but you must pay for the Service up to the end of the notice period. You must cease using the Customised Modem Software and any other Software.
- 6.3 You may vary the Service by:
 - (a) completing and submitting a new online application form located on our Toolbox plan change web page or by telephoning Customer Support and asking a customer representative to complete the application form on your behalf; and
 - (b) paying the revised charges for the varied Service (if any) from the date of completion of the variation in accordance with the Pricing Schedule.
- 6.4 If you vary your Service or iidualup Pricing Plan by using the online Toolbox plan change referred to in clause 6.3(a), you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 6.5 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of determining whether Excess Usage Charges are payable.

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7. CUSTOMER SUPPORT

- 7.1 If you experience a fault with the Service, require support with your connection to the Service or have any questions relating to it you can contact Customer Support by telephoning support or emailing your inquiry to our support team.
- 7.2 We will use reasonable endeavours to rectify the fault within 82 working hours after you report a fault to us in accordance with clause 7.1. However, depending on the nature of the fault, rectification may take longer. We will provide customer support for your connection to the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection or configuring of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to our Dialup Network.
- 7.3 We do not provide support for software not supplied by us, including software Downloaded from the Internet.
- 7.4 We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with equipment we supply to you. The Warranty Periods do not apply where you have supplied your own Dialup Modem or other equipment.

8. YOUR ACKNOWLEDGEMENTS

- 8.1 You acknowledge that:
- (a) the Service relies for its operation on content or services supplied by third parties, who are not controlled or authorised by us and we are not responsible for any defamatory, offensive, indecent, abusive, menacing, threatening, harassing or unsolicited material accessed or received by you; and
 - (b) we do not exercise any control over, authorise or make any warranty regarding:
 - (A) your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Service;
 - (B) the accuracy or completeness of any content which you may use, access or transmit using the Service including any data which we may store as part of the Service;
 - (C) the consequences of you using, accessing or transmitting any content using the Service, including without limitation any virus or other harmful software; and
 - (D) any charges which a third party may impose on you in connection with your use of the Service.

9. DEFINITIONS AND INTERPRETATION

- 9.1 In this Service Description:

Additional User means a person (other than you) whom you nominate and authorise to use the Service.

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Data Usage Allowance means the amount of data that is provided in accordance with the iiDialup Pricing Plan selected by you in your Application.

Dialup means a telephone connection in a system of many lines shared by many users. A dialup connection is established and maintained for limited time duration, at speeds no greater than 56kbps.

Dialup Modem means an approved Dialup modem.

Downtime means periods of unavailability or limited availability of Internet Access.

Excess Usage means Usage over and above the Data Usage Allowance or the Time Usage Allowance.

Excess Usage Charges means the fees payable for Usage over and above the Data Usage Allowance or the Time Usage Allowance.

Filtering Software means Internet filtering software approved for use under the IIA Codes.

IIA Codes means the Internet Industry Codes of Practice registered under the Broadcasting Services Act 1992. (see <http://www.iaa.net.au>)

iiDialup Pricing Plan means a pricing plan for the iiDialup Service identified in our Pricing Schedule.

iTunes Content means music, music videos, audiobooks, iPod games, Pixar short films available on the iTunes Store (Australia).

Monthly Service Fees means the monthly fee due to us from you for the Service, excluding Set-up Fees, Usage Fees and Excess Usage Charges.

Monthly Usage Allowance means Data Usage Allowance and/or Time Usage Allowance.

Software means the Web Accelerator Software and any other software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

System Requirements means the following minimum computer hardware and operating systems software required for installation and customer support:

- (a) Windows 95/98/NT/2000: Pentium 100, 32 Mb of RAM, 100Mb of free disk space, SVGA 800x600, 33.6k Modem. Recommended Pentium 200 MMX, 64Mb of RAM, 200Mb of free disk space, SVGA, 102x768 & sound card, 56k Modem;
- (b) Macintosh: 608040 CPU or Power PC, OS 7.6, 16Mb of RAM, 100Mb of free disk space, 33.6k Modem. Recommended 604e or G3 Power PC, OS 8.5, 64Mb of RAM, 100Mb of free disk space, 56k Modem.

Time Usage Allowance means the amount of time that is provided in accordance with the iiDialup Pricing Plan selected by you in your Application.

Traffic means all data that is Downloaded or Uploaded. Traffic may take the form of emails, web requests and web data, File Transfer Protocol (FTP) and other services.

SECTION B3: DIALUP SERVICE DESCRIPTION

If you are connected to the Internet then you are using Traffic. The Service option you select will determine how your Traffic with us is calculated and billed.

Upload or Upstream means data that is outbound (i.e. outgoing from your modem or Internet connection device).

Usage means the amount of time generated or data Downloaded by your Internet access.

Usage Charges means the fees payable for Usage of the Service.

Warranty Period means the period referred to in clause 7.4 and specified in the Pricing Schedule.

Web Accelerator Software means software which provides increased data transmission speeds of up to 5 times faster than standard Dialup and as more fully described at our Website.

9.2 Unless otherwise stated, a reference to a clause is to a clause in this Service Description.

SECTION B4: NAKED DSL SERVICE DESCRIPTION

Customer Relationship Agreement SECTION B4: NAKED DSL SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of this CRA or in clause 14 of this Service Description

1. ABOUT THE NAKED DSL SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Naked DSL Service Description of our CRA under which we supply a Naked DSL Service to you. Prior to Cutover to the Naked DSL Service, the terms and conditions of your previous service provider apply. After Cutover to the Naked DSL Service, these terms and conditions apply.
- 1.2 The General Terms set out in Section A of our CRA, and Section B (in particular Clause 5 'The iiNet Netphone1 Service' of Section B(i)) and Section C the Pricing Schedule also apply to the Naked DSL Service.

Service options

- 1.3 The Naked DSL Service comprises of the following Service options:
- (a) Naked DSL Home Value & Home 1-3, and Business Value & Business 1-3; and
 - (b) Naked iiTalk

The Service features for all current Service options are described in the Pricing Schedule.

2. THE NAKED DSL SERVICE

What is the Naked DSL Service?

- 2.1 The Naked DSL Service is a Broadband service delivered over a Communications Wire on which there is no active PSTS telephone line. Broadband provides access to the Internet and related services, such as email and the world wide web, by means of ADSL technology.

You may also have selected features and characteristics applicable to the Service in your Application. We will provide the Service to you based on those selections.

Service requirements and restrictions

- 2.2 In order to receive the Service you must
- (a) meet all of our System Requirements; and
 - (b) install, or arrange for the installation of, all the Required Equipment.

SECTION B4: NAKED DSL SERVICE DESCRIPTION

- 2.3 The Service is only available in locations which are ADSL enabled on our DSLAM Network. Your Naked DSL Access Line is subject to a Full Service Qualification as not all telephone lines are compatible with the Naked DSL Service.
- 2.4 The Service can only be supplied over a Communications Wire that is able to be connected to Telstra's local telephone service or another service provider's Telstra local resale service.
- 2.5 You acknowledge that:
- (a) you may not be able to receive the Service at your location;
 - (b) we do not provide technical support for Services using the ADSL Modem under the following conditions:
 - (A) running internal networks connected to the Service;
 - (B) running network services or providing network services to others via the Service;
 - (C) running connectivity software other than that provided with the ADSL Modem; or
 - (D) Macintosh operating systems below v10.0
 - (c) the ADSL Modem only supports a single computer connected to that modem or router;
 - (d) we do not guarantee that the Modem Software or other Software will be compatible with any network of machines.
 - (e) we do not guarantee Internet connectivity through a wireless access point, or the compatibility of a wireless device or connection with Your Equipment and/or network structure;
 - (f) some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service;
 - (g) we cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time as variables such as signal strength, distance from exchange, traffic and load have an effect on the connection speed;
 - (h) we do not guarantee the availability of ports or access to our DSLAM Network;
 - (i) we will use due care and skill in providing the Service in accordance with the Consumer Guarantees . Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us). This does not limit your right to obtain rebates in some circumstances, as set out in clause 15.2 of the General Terms.

SECTION B4: NAKED DSL SERVICE DESCRIPTION

2.6 The following restrictions apply to the use of the Service:

- (a) You must be the Legal Lessee (account holder) of the Access Line or, if you are not the Legal Lessee of the Access Line used to connect to the Service, you have obtained the Legal Lessee's permission to connect the Service; and
- (b) You must be over 18 years of age to apply for the Service.

Contract Term

2.7 Subject to clause 2.8, if you apply for a Naked service for a contracted period of time we will provide, and you must acquire the Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the end of the Contract Term we will continue to provide to you the Service until it is cancelled in accordance with our CRA.

2.8 The Naked Home Value and Naked Business Value plans are only available on a 24 month Contract Term.

3. INSTALLING THE SERVICE

Self Installation

3.1 We will notify you of Service Activation via the email address provided on your Application or via **SMS** to the mobile number provided on your Application.

3.2 We will endeavour to deliver the Hardware and/or Equipment promptly after installation of the Access Line or approval of your Application (as applicable).

3.3 You acknowledge that we may activate the Naked DSL Service before delivering the Hardware and/or Equipment.

3.4 You will install the Service at the Premises. You will be responsible for the cost of any third party services that may be required in relation to the installation of the Service to the Premises (eg electrician or licensed cabler).

3.5 If you notify us that your Hardware and/or equipment contains faulty components, you must give us sufficient information to assess the equipment (including allowing us to test your computer to evaluate its performance). If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

3.6 If you notify us that your Hardware and/or Equipment is faulty within the Warranty period referred to in clause 11.5, and the Hardware and/or Equipment needs to be returned, you will be shipped replacement Hardware and/or Equipment and a return freight bag in which to return the faulty Hardware and/or Equipment. If the faulty Hardware and/or Equipment is not returned to us, with all cables and components within 21 days of you receiving the replacement Hardware and/or Equipment and a return freight bag, you will be charged the full price for the purchase of the Hardware and/or Equipment that we shipped to you, plus any shipping costs relating to the prepaid satchel that was sent to you.

SECTION B4: NAKED DSL SERVICE DESCRIPTION

Provisioning timeframes for broadband services

- 3.7 Provisioning your broadband services can take between 5 and 20 business days for a service on the iiNet DSLAM network. Some services are eligible for a streamlined provisioning process, which can reduce the time it takes for the service to be provisioned. This is called the “Premium Provisioning” process and can be purchased during your Application. The Premium Provisioning process is charged at the rate described in Section C: Pricing Schedule.

4. SOFTWARE

- 4.1 We may choose to provide the Modem Software and other Software to you for use with the Service.

Licence to use

- 4.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Modem Software and other Software subject to this clause 4 and any end user agreement provided with the Software at the time of installation.

Restrictions on Use

- 4.3 Where we provide Software to you, you must:
- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional computers corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;
 - (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer or create any derivative works based on the Software or merge the Software with any other software, except where permitted by the *Copyright Act 1968*;
 - (c) only use the Software in accordance with our reasonable directions from time to time;
 - (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
 - (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
 - (f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.
- 4.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

SECTION B4: NAKED DSL SERVICE DESCRIPTION

5. EQUIPMENT

- 5.1 We will provide you with the Required Equipment you order from us in your Application. This equipment may be new or 'as new'. If the equipment is 'as new' we will disclose this to you before delivery. Risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.
- 5.2 If we do not supply any or all of the Required Equipment to you, you will need to supply all (or the remainder) of the Required Equipment before we can supply the Service to you. If you choose to supply some or all of the Required Equipment yourself for use with the Service:
- (a) any such equipment, including ADSL modem and filters, must meet the requirements specified in the "broadband help" section of our "help and support" web page located on our Website; and
 - (b) the operation of such equipment and any repairs to it will be your responsibility.

6. NAKED DSL SPECIFICS

Terms and conditions general

- 6.1 The Naked DSL Service is a Broadband service delivered over a Communications Wire on which there is no active PSTS telephone line. Broadband provides access to the Internet and related services, such as email and the world wide web, by means of ADSL technology.
- 6.2 Naked DSL is only able to be provided where:
- (a) an existing or spare Communications Wire exists in the Telstra Network;
 - (b) in geographical areas in which the necessary iiNet equipment (known as a 'DSLAM') has been installed in the relevant Telstra exchange;
 - (c) free capacity exists on the DSLAM Network; and
 - (d) the Communications Wire passes Full Service Qualification for Naked DSL.
- 6.3 iiNet will provide the Naked DSL Service to the Network Boundary Point.
- 6.4 You are responsible for all wiring at your premise. Where wiring does not exist or you have a fault with your wiring, you must arrange for your own contractor to perform the work required to install or fix this wiring.
- 6.5 We will make reasonable endeavours to ensure your Cutover occurs at the nominated time; however events beyond our control may cause delays in some cases.
- 6.6 We will make reasonable endeavours to ensure Service Activation of your Naked DSL Service occurs within 24 hours of Cutover; however events beyond our control may cause delays in some cases. We will notify you of Service Activation at the email address or via SMS to the mobile number provided by you in your application.

SECTION B4: NAKED DSL SERVICE DESCRIPTION

- 6.7 iiNet provides a Naked iiTalk Service with the Naked DSL Service. The Naked iiTalk service is an iiNet Netphone1 service as described in Part B (i) clause 5 'The iiNet Netphone1 Service'. The fees for the Naked iiTalk Service are outlined in the Pricing Schedule.

Applying with a working phone line

- 6.8 Your telephone line, and all services and features associated with this telephone line, will be disconnected at Cutover to the Naked DSL Service.
- 6.9 You agree that any action, claim, proceedings, liability, loss, damage, cost or expense that may arise or you may suffer in relation to the service provided to you prior to connection of the Naked DSL Service will be between you and your previous service provider.
- 6.10 When you request your telephone number to be the number of the Naked iiTalk Service, you agree to transfer that telephone number from the Telstra Network to the iiNet Network. Your telephone number will be temporarily unavailable after Cutover. If, for any reason, your service is faulty after Service Activation you must lodge a fault with iiNet. The telephone number will only be available once any faults have been resolved.
- 6.11 Services associated with a telephone line that require a telephone line to operate (e.g. monitored alarms, fax, EFTPOS machines, etc) will not operate with the Naked DSL Service. It is your responsibility to ensure that alternative arrangements are made (if required) and iiNet will not be liable to you in relation to the foregoing.
- 6.12 Your primary pay TV services will continue to operate when you move to a Naked DSL Service, however your pay TV service provider may utilise a telephone line for certain features such as purchasing box office movies and voting. It is your responsibility to check with your pay TV service provider as to what services will continue to be available when your telephone line is cancelled upon Cutover to the Naked DSL Service.
- 6.13 If you have a handset rental agreement with your telephone service provider you must return the handset to them under the terms of their service contract.

Applying without an active phone line

- 6.14 You are required to be at the Premises where the Naked DSL Service is to be installed at the time of Cutover in case we or our contractors require access to the Premises when connecting the Naked DSL Service. If you are not at the Premises and the installer requires access to the Premises, then the Cutover will not proceed. A new date for Cutover can be arranged, however the cost for a new appointment is an additional \$109, plus there is a minimum 5 Business days waiting period for the new appointment. This is known as the Retarget Fee.
- 6.15 By purchasing the Naked DSL Service you agree to the provision of a new Communications Wire to be connected to the iiNet Network.

Moving from an iiNet Broadband2 service

- 6.16 You may request to change from the iiNet Broadband2 Service to the Naked DSL Service.

SECTION B4: NAKED DSL SERVICE DESCRIPTION

- 6.17 The Broadband2 service must be cancelled from your Access Line prior to iiNet providing the Naked DSL Service. iiNet will remove the Broadband2 Service from your Access Line. You will not have Broadband access from the time of Application until Service Activation which is an estimated period of 3 weeks; however events beyond our control may cause delays in Service Activation in some cases.
- 6.18 iiNet is unable to pre-qualify the iiNet Broadband2 Service for the Naked DSL Service. Therefore iiNet does not guarantee that your application will be successful when you apply to change from an iiNet Broadband2 Service to the Naked DSL Service.
- 6.19 If your Application for the Naked DSL Service is unsuccessful due to the Access Line not meeting the Full Service Qualification or for any other reason and you wish to revert to Broadband1 or Broadband2, you will be required to make a new Application for an iiNet Broadband Service. This will be treated as a new Application; and will be subject to availability and standard connection fees will apply.
- 6.20 The Broadband2 Service will be cancelled after Service Activation of the Naked DSL Service.
- 6.21 No Break Fees (Early Termination or contract) apply on the Broadband2 Service when you move from a Broadband2 Service to the Naked DSL Service. As no Break Fees are being applied, any remaining Contract Term on the Broadband2 Service will apply to the Naked DSL Service. Standard Setup Fees on the Naked DSL Service outlined in the Pricing Schedule will apply.

For example if you have 10 months remaining on a 24 month Broadband2 Service when you move your Broadband2 Service to the Naked DSL Service, no Break Fee will be applied and a 10 month Contract Term will be applied to your Naked DSL Service. If you select a new 24 month Contract Term on the Naked DSL Service, the Contract Term will be capped at 24 months.

- 6.22 No Break Fees (Early Termination or contract) apply on the Broadband2 Service when you move from a Broadband2 Service to the Naked Home Value or Naked Business Value plan. However, a new 24 month Contract Term will commence when you move to the Naked Home Value or Naked Business Value plan and standard Setup Fees (and Break Fees if you cancel the Service during your new Contract Term) will apply to your new contract.

Moving from an iiNet Broadband1 service

- 6.23 You may request to change from an iiNet Broadband1 Service to the Naked DSL Service.
- 6.24 Where you request to change from a Broadband1 Service to the Naked DSL Service we will use reasonable endeavours to connect you to the Naked DSL Service subject to clause 6.25.
- 6.25 In most cases where a Broadband1 Service is connected to an exchange that is part of the iiNet network, your Access Line will either be incompatible for Broadband2 and therefore also incompatible for the Naked DSL Service or your Broadband1 Service will be scheduled as part of an iiNet program to migrate your Broadband1 Service to a Broadband2 Service. We do this in order to provide you with access to high-speed ADSL2+ Broadband. Where your Broadband1 Service is scheduled for

SECTION B4: NAKED DSL SERVICE DESCRIPTION

migration to a Broadband2 Service, your application for the Naked DSL Service will be unsuccessful.

- 6.26 If clause 6.25 applies, you can make a new Application to change your Broadband2 Service to the Naked DSL Service.
- 6.27 The Broadband1 Service will be cancelled after Service Activation of the Naked DSL Service.
- 6.28 No Break Fees (early termination or contract) apply on the Broadband1 Service when you move your Broadband1 Service to the Naked DSL Service. As no Break Fees are being applied, any remaining Contract Term of the Broadband1 Service will apply to the Naked DSL Service. Standard setup fees will apply to the Naked DSL Service as outlined in the Pricing Schedule.
- 6.29 For example if you have 10 months remaining on a 24 month Broadband1 Service when you move your Broadband1 Service to the Naked DSL Service, no Break Fee will be applied and a 10 month Contract Term will be applied to your Naked DSL Service. If you select a new 24 month contract Term on the Naked DSL Service, the Contract Term will be capped at 24 months.
- 6.30 No Break Fees (Early Termination or contract) apply on the Broadband1 Service when you move from a Broadband1 Service to the Naked Home Value or Naked Business Value plan. However, a new 24 month Contract Term will commence when you move to the Naked Home Value or Naked Business Value plan and standard Setup Fees (and Break Fees if you cancel the Service during your new Contract Term) will apply to your new contract.

Fault reporting and restoration

- 6.31 If your Naked DSL Service is faulty, in most cases you will be required to be at the Premises where the Naked DSL Service is installed for the fault to be fixed. If iiNet requires you to be at the Premises during fault fixing, iiNet or an iiNet Contractor will contact you to arrange a suitable time.

If you lodge a fault on the Naked DSL Service and a technician has attended your Premises, and the fault is found to be within your own equipment (excluding where the fault is isolated to your wiring under which clause 6.32 applies), you will be required to pay a Flat Fee for Service according to the Pricing Schedule.

- 6.32 If you lodge a fault on the Naked DSL Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you must arrange for your own contractor to perform the work required to install or fix this wiring.

The Naked iiTalk Service

- 6.33 iiNet provides a Naked iiTalk Service with the Naked DSL Service. The Naked iiTalk service is an iiNet Netphone1 service as described in Part B (I) clause 5 'The iiNet Netphone1 Service'. Fees for the Naked iiTalk Service are outlined in the Pricing Schedule.
- 6.34 The Naked iiTalk Service is not intended to be a substitute for a primary telephone service and is exempt from the Customer Service Guarantee. Quality of the Service is not guaranteed. If your Broadband connection is not working, is set up incorrectly

SECTION B4: NAKED DSL SERVICE DESCRIPTION

or when there is a power failure, the Naked iiTalk service will not work until the Broadband service is restored. This means you will not be able to make any telephone calls using the Naked iiTalk Service, including calls to 000 during the relevant period.

- 6.35 You may chose to have a directory listing of the telephone number associated with your Naked iiTalk service. The telephone number associated with your iiTalk service will not be listed unless you request us to do so. You may chose either:

- (a) a full listing (name and full address); or
- (b) a suppressed address listing (name and suburb only).

If you chose to have the telephone number associated with your Naked iiTalk Service listed in a telephone directory and you subsequently wish the telephone number associated with your Naked iiTalk service not to be listed in the telephone directory you may request, via such means and subject to such conditions as may be specified by us, that the telephone number associated with your Naked iiTalk service not be listed in future editions of the directory.

- 6.36 When a Naked DSL Service is suspended, the corresponding Naked iiTalk Service is also suspended. When a Naked iiTalk Service is suspended only calls to 000 and iiNet Support will function.
- 6.37 The Naked iiTalk Service is provided to you under the iiNet Fair Use Policy described in Section D of our CRA.

Cancellation

- 6.38 To cancel your Naked DSL Service the authorised account holder must contact iiNet and iiNet will cancel the Naked DSL Service, subject to proof of identify and other requirements.
- 6.39 Cancellation of your Naked DSL Service will result in the cancellation of the corresponding Naked iiTalk Service, and you may have to pay a Break Fee (as set out in the Pricing Schedule) if it is during a Contract Term.
- 6.40 From time to time, iiNet may be notified by our Local Loop provider that the Naked DSL Service can no longer be provided. If this occurs, iiNet will contact you to arrange the cancellation of your Naked DSL Service. iiNet will not be liable to you for any such cancellation.

Withdrawing an application for a Naked DSL Service

- 6.41 You can submit a request for withdrawal of an Application for a Naked DSL Service before the Cutover of the Naked DSL Service.
- 6.42 iiNet will make all reasonable attempts to action Application withdrawal requests before the Cutover of the Naked DSL Service, however in some cases the Application may have progressed to a point where the Application can not be withdrawn. Accordingly iiNet cannot guarantee that a request for withdrawal of an Application will be accepted.
- 6.43 If your request for withdrawal of an Application is successful, the following fees will apply:

SECTION B4: NAKED DSL SERVICE DESCRIPTION

- (a) where the withdrawal is approved at least 3 whole business days before a Cutover, an early withdrawal charge of \$29 will apply; or
- (b) where the withdrawal is approved at less than 3 whole business days before a Cutover, a late withdrawal charge of \$109 applies.

If your request for withdrawal of an Application is unsuccessful, you will need to submit a cancellation request after Service Activation.

The Customer Authorisation

- 6.44 Submission of your Naked DSL Application constitutes your Customer Authorisation for the Naked DSL Service and acceptance of all of the terms and conditions associated with the Naked DSL Service. The Naked DSL Application can only be completed by the person who has authority to transfer, cancel or otherwise deal with the Access Line over which the Naked DSL Service is to be provided.

Information relating to the Naked DSL Service

- 6.45 You acknowledge and agree that:

- (a) the same incentives and benefits (for example, discount plans and any concessions) available from your previous service provider may not be available for the Naked DSL Service;
- (b) prior to the date that the Naked DSL Service is provided by iiNet, any content and/or carriage services provided over the relevant telephone line will be provided by your previous service provider;
- (c) you will be liable to your previous service provider for all liabilities and debts incurred and/or billed for the relevant telephone line until termination of the previous service contract;
- (d) you will contact your previous service provider in relation to the provision of services and any faults relevant to the telephone line in the period prior to the date that the Naked DSL Service is provided by iiNet;
- (e) staff or representatives of iiNet and/or your previous service provider may need to access your Premises for the purposes of installation or maintenance work;
- (f) if you make an Application for the Naked DSL Service, any pending orders in relation to your existing service will be cancelled;
- (g) whether or not iiNet provides the Naked DSL Service to you is dependant on a number of factors including access to the service being provided by Telstra and the availability of the service. The availability of the Naked DSL Service also varies depending on the geographic and technical capability of the underlying Network;
- (h) to receive the Naked DSL Service, you are required to have the Required Equipment. We are under no obligation to provide the Naked DSL Service to you if you do not have the Required Equipment;
- (i) all faults relating to the Naked DSL Service must be reported to iiNet; and

SECTION B4: NAKED DSL SERVICE DESCRIPTION

- (j) if we agree to provide the Naked DSL Service to you, we will advise you if there is any significant delay during the Application process.

7. SERVICE CHARGES AND BILLING

Service charges

- 7.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application.
- 7.2 The charges for the Service will depend on the Service options, features and characteristics for each Service option selected by you in your Application.

Billing

- 7.3 We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule.
- 7.4 Your bill will be electronically mailed to the email address you provide us from time to time. Printed paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

Variation of charges

- 7.5 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

Commencement of charges

- 7.6 Service charges will accrue from the date of Service Activation.

Payment

- 7.7 You must pay the charges for the Service:
 - (a) by direct debit payment from your credit card or nominated bank account; or
 - (b) by a acceptable method as described on your invoice.
- 7.8 If you provide us with your credit card details for the purposes of paying for the Service, we may:
 - (a) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 7.6;
 - (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
 - (c) take steps to verify that there is sufficient funds available on your credit card account to pay for invoiced fees; and
 - (d) charge any Break Fee payable under clause 9.3 to your credit card immediately on notice of cancellation of the Service.

SECTION B4: NAKED DSL SERVICE DESCRIPTION

- 7.9 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).
- 7.10 Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clauses 15.2 to 15.5 of Section A General Terms, you must continue to pay the charges for the Service even if:
- (a) your computer is not working;
 - (b) you actively cease using the Service for any reason in circumstances where the Service is available for use; or
 - (c) the Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.

8. MONTHLY USAGE ALLOWANCE AND SHAPING

Monthly Usage Allowance

- 8.1 Each Naked DSL Pricing Plan provides a Monthly Usage Allowance that represents the maximum Usage that can be used at High Speed during a Billing Month (regardless of the number of days in that month). Barring Exempted Sites, Netphone1, and Naked iiTalk uploads, all traffic is counted towards the Monthly Usage Allowance on the Naked DSL Service.
- 8.2 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service ("**Billing Month**"). Your amount of data Usage (measured in Megabytes) applies to a combination of Downstream and Upstream data.

Shaping

- 8.3 If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Naked DSL Service will be Shaped (Downstream and Upstream). The Naked iiTalk service is exempted from Shaping.
- 8.4 Your Service will remain Shaped until the commencement of the next Billing Month. Any unused Monthly Usage Allowance in any Billing Month cannot be rolled over into subsequent Billing Months.
- 8.5 For Residential Naked DSL Plans Your Service is shaped during the period (On Peak, Off Peak, or Anytime) in which you have exceeded your usage, For Business Naked DSL Plans Your Service is shaped when you have exceeded your usage.
- 8.6 You may purchase additional quota for your plan by adding a Data Pack as outlined in the Pricing Schedule. Quota is added to the applicable period (On Peak, Off Peak, or Anytime) Any unused allowance in your Data Pack in any Billing Month cannot be rolled over into subsequent Billing Months.

Monitoring your Usage

- 8.7 We may notify you by email to your email address provided by you from time to time, when your Usage has exceeded the Monthly Usage Allowance. We reserve the right to monitor any additional Usage whilst access to your Service is Shaped.

SECTION B4: NAKED DSL SERVICE DESCRIPTION

- 8.8 An online Usage monitoring application is provided on our web page to allow you to view your Usage for the current Billing Month.

9. CANCELLATION, SUSPENSION AND VARIATION

Cancellation or suspension by us

- 9.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

Cancellation or suspension by you

- 9.2 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 9.3.
- 9.3 If you cancel the Service after Naked DSL Service Activation but before the end of the Contract Term, the Break Fees set out in Appendix 1 to this Service Description will apply. Subject to clause 9 of the General Terms (Billing Disputes), you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related iiNet Entity to you.
- 9.4 Naked DSL services cannot be suspended by you as there is an on-going cost incurred by us in maintaining the connection with our supplier.

Variations

- 9.5 You may vary a Naked DSL Pricing Plan within the Naked DSL Service Home and Business range to another Naked DSL Service or Naked DSL Pricing Plan within that range.
- 9.6 If you vary your Service of Naked DSL Pricing Plan by using the online Toolbox plan you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 9.7 The variation of your Service or Naked DSL Pricing Plan will not affect the duration of the Contract Term.
- 9.8 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

10. NAKED DSL SERVICE AND MOVING PREMISES

Cancellation or disconnection of your Naked DSL Service

- 10.1 To cancel your Naked DSL Service the authorised account holder must contact iiNet and request iiNet to cancel the service, subject to proof of identify and other requirements.
- 10.2 Cancellation of your Naked DSL will result in the cancellation of your Naked iiTalk Service.

SECTION B4: NAKED DSL SERVICE DESCRIPTION

- 10.3 From time to time, iiNet may be notified by our Local Loop provider that the Naked DSL Service can no longer be provided. In this circumstance, iiNet will contact you to arrange the cancellation of your Naked DSL Service. iiNet will not be liable to you for any such cancellation.

Moving Premises

- 10.4 The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing Naked DSL Service.
- 10.5 If the Service is available at your new Premises:
- (a) we may accept your Application and provide the Service at your new Premises; and
 - (b) we will charge you a setup fee as specified in the Pricing Schedule.
- 10.6 If the Service is not available at your new Premises and you move before the end of the Contract Term and:
- (a) you elect to obtain an alternative service from us at your new address, we will waive any Break Fee payable under clause 9.3, but we may charge you a Downgrade Fee as specified in Appendix 1 of this Service Description if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).
 - (b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then the Break Fee payable under clause 9.3 will apply.

11. CUSTOMER SUPPORT

Fault reporting and rectification

- 11.1 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.
- 11.2 We will use reasonable endeavours to rectify the fault within 72 working hours after you report a fault to us in accordance with clause 11.1. However, depending on the nature of the fault, rectification may take longer than 72 working hours.
- 11.3 We provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.

Back-Up Service

- 11.4 As there is no telephone line associated with this service there is no backup Dial Service.

SECTION B4: NAKED DSL SERVICE DESCRIPTION

Warranty

- 11.5 We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with Equipment we supply to you. The Warranty Periods do not apply where you have supplied your own modem or other Equipment.

Software

- 11.6 We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.

12. USE OF THE SERVICE

- 12.1 When using the Service you must comply with:
- (a) our CRA, including clause 4 of the General Terms, and this clause 12; and
 - (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network on which your data transmits.
- 12.2 Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).
- 12.3 You must ensure that any software you use in relation to the Service is properly licensed.
- 12.4 The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.
- 12.5 All IP addresses provided by us for your use remain our property. Most Services include a dynamic IP address. A new IP address is usually allocated whenever the computer and modem are rebooted. The IP address remains until the next time the computer and modem are switched off. Where provided, you may configure your computer or modem to connect using a static IP address.
- 12.6 We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:
- (a) deleting transitory data that has been stored on our servers for longer than 90 days;
 - (b) deleting stored email messages that are older than 90 days;
 - (c) rejecting any incoming email messages and attachments that exceed 10 Megabytes (including encapsulation);
 - (d) delivering access and content via proxy servers;
 - (e) limiting the number of addresses to whom an outgoing email can be sent;
 - (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;

SECTION B4: NAKED DSL SERVICE DESCRIPTION

- (g) managing the Network to prioritise certain types of Internet traffic over others; and
 - (h) blocking or filtering specific Internet ports.
- 12.7 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 12.8 You may request Additional Users on the Service in accordance with the Pricing Schedule
- 12.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 12.10 We may monitor use of the Service to investigate a breach (or suspected breach) of the Fair Use Policy or upon the request of an authorised authority.
- 12.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

13. YOUR ACKNOWLEDGEMENTS

- 13.1 You acknowledge that:
 - (a) the Service relies for its operation on content or services supplied by third parties, who are not controlled or authorised by us and we are not responsible for any defamatory, offensive, indecent, abusive, menacing, threatening harassing or unsolicited material accessed or received by you; and
 - (b) we do not exercise any control over, authorise or make any warranty regarding:
 - (A) your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Service;
 - (B) the accuracy or completeness of any content which you may use, access or transmit using the Service including any data which we may store as part of the Service;
 - (C) the consequences of you using, accessing or transmitting any content using the Service, including any virus or other harmful software; or
 - (D) any charges which a third party may impose on you in connection with your use of the Service.

14. DEFINITIONS AND INTERPRETATION

- 14.1 In this Service Description:

SECTION B4: NAKED DSL SERVICE DESCRIPTION

Access Line means a line or line [or Communications Wire], and ancillary facilities, over which the Service is delivered, connecting equipment to [the DSLAM Network / local exchange of a carrier or carriage service provider]

Additional User means a person (other than you) whom you nominate and authorise to use the Service.

ADSL Modem means an approved ADSL Modem.

Billing Month has the meaning set out in clause 8.2.

Broadband means a high-capacity communications pipeline capable of delivering a simultaneous range of services at speeds greater than conventional Dialup.

Broadband1 Service means any of the current or Grandfathered Broadband1 services.

Broadband2 Service means any of the current or Grandfathered Broadband2 services or:

- (a) First Timer, Frequent User, Fanatic range;
- (b) Business light, medium, heavy, max range;
- (c) broadband2+ and broadband1 range;
- (d) Bliink Service range; and
- (e) Wiink Service range

Communications Wire (Or Local Loop) means a cable connecting one or more twisted metallic pairs between a Telstra local exchange and the Network Boundary Point.

Customer Authorisation means an electronic authorisation for the purpose of the customer authorising iiNet to provide the Naked DSL Service (including Cutover), in the form of your Application for Naked DSL at <https://toolbox.iinet.net.au/one-signup/index-ull.cgi?ull>.

Cutover means the activity of physically connecting the Communications Wire to the iiNet network equipment.

Dialup means a telephone connection in a system of many lines shared by many users. A dialup connection is established and maintained for limited time duration, at speeds no greater than 56kpbs.

Downtime means periods of unavailability or limited availability of Internet Access.

Flat Fee for Service means a Fee that will be applied to your account in the event you have a fault within your personal equipment

Full Service Qualification means the qualifications that your Access Line must pass to support Naked DSL as determined by us.

Hardware and/or Equipment means a kit containing all Required Equipment and Software ordered by you in your Application.

SECTION B4: NAKED DSL SERVICE DESCRIPTION

High Speed means data transmission speeds which are faster than conventional Dialup, as determined by us from time to time.

iTunes Content means music, music videos, audiobooks, iPod games, Pixar short films available on the iTunes Store (Australia).

MDF means main distribution frame.

Megabyte means a unit of data storage capacity equal to 10 to the power of 6.

Modem Software means the software used and installed on a new customer's computer during installation, as updated from time to time (including upgrades and manuals), and which is included when you purchase an ADSL Modem from us.

Monthly Service Fees means the monthly fee due to us from you for the Service, excluding Set-up Fees and Usage Fees.

Monthly Usage Allowance means the Usage that is provided per month in accordance with the Naked DSL Pricing Plan selected by you in your Application.

Multiple Dwelling means more than one premises on a common property. These may be single or multiple storey buildings (eg duplex, flats, multiple-storey offices, offices with MDF equipment etc)

Network Boundary Point means:

- (a) in Single Dwellings, the first wall socket after the building entry of the premises; in Multiple Dwellings a point outside the premises; and
- (b) in Multiple Dwellings:
- (c) if there is a Main Distribution Frame (MDF) in the building and the line is connected to the MDF - a two wire point on the side of the MDF nearest to the Telstra Network; or
- (d) if paragraph (i) does not apply but the line is connected to a network termination device located in, on or within close proximity to, the building - the side of the device nearest to the customer.

Naked DSL Service is the iiNet service described in clause 2.1.

Naked DSL Pricing Plan means a pricing plan for the Naked DSL Service identified in the Pricing Schedule.

Naked iiTalk means the iiNet service described in clause 6.7.

PSTS means a public switched telephone service or standard telephone service typically provided by Telstra or a Telstra reseller.

Required Equipment means:

- (a) an ADSL modem;
- (b) an Ethernet port/card to connect your computer to the ADSL Modem;

SECTION B4: NAKED DSL SERVICE DESCRIPTION

- (c) a telephone wall socket to connect the ADSL Modem to your ADSL Access Line; and
- (d) any additional equipment that may be required for your particular computer and telephone requirements.

Retarget Fee means a fee applied when you are not at your premises at the time of Cutover when you have been advised to be at the Premises as described in clause 6.14.

Service Activation means the activation of the Naked DSL Service in iiNet's systems.

Set-up Fee means a once-off initial fee for setting up the Service as set out in the Pricing Schedule.

Single Dwelling means one premises on a common property.

Shaping means, where your Usage exceeds the Monthly Usage Allowance in any given Billing Month, the Download and Upload speed will be slowed to the maximum speed applicable to the Service option selected by you, as specified in the Pricing Schedule.

Software means the Modem Software and any other software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

System Requirements means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our Website.

Toolbox means the customer account management area of our Website accessible by using your username and password.

Traffic means all data that is Downloaded or Uploaded. Traffic may take the form of emails, web requests and web data, File Transfer Protocol (FTP) and other services. If you are connected to the internet then you are using Traffic. The Service option and/or Naked DSL Pricing Plan you select will determine how your Traffic with us is calculated and billed.

Upload or Upstream means data that is outbound (i.e. sent from your modem or internet connection device)

Usage means the amount of time generated or data Downloaded or Uploaded by your Internet access.

Warranty Period means the period referred to in clause 11.5 and specified in the Pricing Schedule or such longer period required by applicable legislation.

- 14.2 Unless otherwise stated, a reference to a clause is to a clause in this Service Description.

SECTION B5: FIBRE TO THE HOME SERVICE DESCRIPTION

Customer Relationship Agreement

SECTION B5: FIBRE TO THE HOME SERVICE DESCRIPTION.

Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of this CRA.

1. ABOUT THE FIBRE TO THE HOME SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Fibre To The Home Service Description of our CRA under which we supply a Fibre To The Home Service to you. Prior to the activation of the Fibre To The Home Service, the terms and conditions of your previous service provider apply. After activation of the Fibre To The Home Service, these terms and conditions apply.
- 1.2 Our CRA Section A, and Section B (in particular Clause 5 'The iiNet Netphone1 Service of Section B(i) and Section C the Pricing Schedule also apply to the Fibre To The Home Service.

2. THE FIBRE TO THE HOME SERVICE

What is the Fibre To The Home Service?

- 2.1 The Fibre To The Home services will be delivered using Fibre to the Home technology. Fibre To The Home means the fibre optical cables are connected to your house or apartment, meaning you get access to fast and high quality home broadband.

Service requirements and restrictions

- 2.2 In order to receive the Fibre To The Home Service you must
- (a) Meet all of our System Requirements; and
 - (b) Install, or arrange for the installation of, all the Required Equipment.
- 2.3 The Service is only available in locations which are sites enabled by Fibre Optic technology suppliers.
- 2.4 You acknowledge that:
- (a) you may not be able to receive the Service at your location;
 - (b) we do not provide technical support for Services under the following conditions:
 - (A) running internal networks connected to the Service;
 - (B) running network services or providing network services to others via the Service;

SECTION B5: FIBRE TO THE HOME SERVICE DESCRIPTION

- (C) running connectivity software other than that provided with the Modem; or
 - (D) Macintosh operating systems below v10.0
 - (c) the LinkSys WRP400 Modem supports up to 4 directly connected computers plus a wirelessly connected computer;
 - (d) we do not guarantee that the Modem or other Software will be compatible with any network of machines.
 - (e) we do not guarantee Internet connectivity through a wireless access point, or the compatibility of a wireless device or connection with Your Equipment and/or network structure;
 - (f) some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service;
 - (g) we cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time.
 - (h) we will use reasonable care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot guarantee that the Service will be continuous, fault-free or accessible at all times.
- 2.5 The following restrictions apply to the use of the Service:
- (a) You must be over 18 years of age to apply for the Service.

Contract Term

- 2.6 We will provide, and you must acquire the Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the end of the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

3. INSTALLING THE SERVICE

- 3.1 We will notify you of Service Activation via the email address provided on your Application or via SMS to the mobile number provided on your Application.
- 3.2 We will endeavour to deliver any Hardware purchased promptly after approval of your Application.
- 3.3 You acknowledge that we may activate the Fibre To The Home Service before delivering the Hardware.
- 3.4 You will be responsible for the cost of any third party services that may be required in relation to the installation of the Service to the Premises (eg electrician or licensed cabler).

SECTION B5: FIBRE TO THE HOME SERVICE DESCRIPTION

- 3.5 If you notify us that your Hardware contains faulty components, you must give us sufficient information to assess the Hardware including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).
- 3.6 If you notify us that your Hardware is faulty, within Warranty period and needs to be returned, you will be shipped replacement Hardware along with a freight bag in which to return the faulty Hardware. If the faulty Hardware is not returned to us, with all cables and components within 21 days of you receiving the replacement Hardware and freight bag, you will be charged the full price for the purchase of the Hardware that we shipped to you, plus any shipping, postage and handling costs.

4. SOFTWARE

- 4.1 We may choose to provide you with Modem Software and other Software for use with the Service.

Licence to use

- 4.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Modem Software and other Software subject to this clause 4 and any end user agreement provided with the Software at the time of installation.

Restrictions on Use

- 4.3 Where we provide Software to you, you must:
- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional computers corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;
 - (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer or create any derivative works based on the Software or merge the Software with any other software, except where permitted by the *Copyright Act 1968*;
 - (c) only use the Software in accordance with our reasonable directions from time to time;
 - (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
 - (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
 - (f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.
- 4.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

SECTION B5: FIBRE TO THE HOME SERVICE DESCRIPTION

5. EQUIPMENT

- 5.1 We will provide you with the Required Equipment you order from us in your Application. Risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.
- 5.2 If we do not supply any or all of the Required Equipment to you, you will need to supply all (or the remainder) of the Required Equipment before we can supply the Service to you.
- 5.3 If you choose to supply some or all of the Required Equipment yourself for use with the Service, the operation of such equipment and any repairs to it will be your responsibility.

6. FIBRE TO THE HOME SPECIFICS

Terms and conditions general

- 6.1 The Fibre To The Home Service is a Broadband service delivered over a Fibre Optic Communications cable. Broadband provides access to the Internet and related services, such as email and the world wide web.
- 6.2 Fibre To The Home can only be provided in those premises in which the necessary infrastructure has been installed.
- 6.3 iiNet will provide the Fibre To The Home Service to the Optical Network Terminal.
- 6.4 You are responsible for all wiring at your premise.
- 6.5 Where wiring does not exist or you have a fault with your wiring, you can arrange for your own contractor to perform the work required to install or fix this wiring. Alternatively after Service Activation you may lodge a fault with iiNet and iiNet will arrange a technician to attend your premises (you must be at the premises as required at the time the technician attends the premises to fix the fault). The technician will quote you a Variable Fee for Service based on any work required.

Fault reporting and restoration

- 6.6 If your Fibre To The Home Service is faulty, in most cases you will be required to be at the Premises where the Fibre To The Home Service is installed for the fault to be fixed. If iiNet requires you to be at the Premises during fault fixing, iiNet or an iiNet Contractor will contact you to arrange a suitable time.
- 6.7 If you lodge a fault on the Fibre To The Home Service and a technician has attended your Premises, and the fault is found to be within your own equipment (excluding where the fault is isolated to your wiring under which clause 6.8 applies), you will be required to pay an Incorrect Call-Out Fee (as specified in the Pricing Schedule).
- 6.8 If you lodge a fault on the Fibre To The Home Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you can arrange for your own contractor to perform the work required to install or fix this wiring, or you can request that iiNet perform the required work. If requested, iiNet will arrange a technician to attend your premises for which you must be in

SECTION B5: FIBRE TO THE HOME SERVICE DESCRIPTION

attendance, and prior to commencing the work the technician will quote you a Variable Fee for Service based on the work required.

Netphone2 Service

6.9 iiNet offers a Netphone2 Service with the Fibre To The Home Service. The Netphone2 service is an iiNet Netphone service as described in Part B (I) clause 5 'The iiNet Netphone Service'. Fees for the Netphone2 Service are outlined in the Pricing Schedule.

6.10 The Netphone2 Service is not intended to be a substitute for a primary telephone service and accordingly is exempt from the Customer Service Guarantee.

Quality of the Netphone2 Service is not guaranteed. If your Fibre To The Home connection is not working, is set up incorrectly or when there is a power failure, the Netphone2 service will not work until the Fibre To The Home service is restored. **This means you will not be able to make any telephone calls using the Netphone2 Service, including calls to 000 during the relevant period.**

6.11 You may choose to have a directory listing of the telephone number associated with your Netphone2 Service. The telephone number associated with your Netphone2 Service will not be listed unless you request us to do so. You may choose either:

- (a) a full listing (name and full address); or
- (b) a suppressed address listing (name and suburb only).

If you chose to have the telephone number associated with your Netphone2 Service listed in a telephone directory and you subsequently wish the telephone number associated with your Netphone2 Service not to be listed in the telephone directory you may request, via such means and subject to such conditions as may be specified by us, that the telephone number associated with your Netphone2 Service not be listed in future editions of the directory.

6.12 When a Fibre To The Home Service is suspended, the corresponding Netphone2 Service is also suspended. When an Netphone2 Service is suspended only calls to 000 and iiNet Support will function.

6.13 The Netphone2 Service is provided to you under the iiNet Fair Use Policy described in Section D of our CRA.

Cancellation

6.14 To cancel your Fibre To The Home Service the authorised account holder must contact iiNet and iiNet will cancel the Fibre To The Home Service, subject to proof of identify and other requirements.

6.15 Cancellation of your Fibre To The Home Service will result in the cancellation of the corresponding Netphone2 Service, and you may have to pay a Break Fee (as set out in the Pricing Schedule) if it is during a Contract Term.

Other Information relating to the Fibre To The Home Service

6.16 You acknowledge and agree that:

SECTION B5: FIBRE TO THE HOME SERVICE DESCRIPTION

- (a) the same incentives and benefits (for example, discount plans and any concessions) available from your previous service provider may not be available for the Fibre To The Home Service;
- (b) prior to the date that the Fibre To The Home Service is provided by iiNet, any content and/or carriage services provided over the relevant telephone line will be provided by your previous service provider;
- (c) you will contact your previous service provider in relation to the provision of services and any faults relevant to the telephone line in the period prior to the date that the Fibre To The Home Service is provided by iiNet;
- (d) staff or representatives of iiNet and/or your previous service provider may need to access your Premises for the purposes of installation or maintenance work;
- (e) if you make an Application for the Fibre To The Home Service, any pending orders in relation to your existing service will be cancelled;
- (f) whether or not iiNet provides the Fibre To The Home Service to you is dependant on a number of factors including availability of the service. The availability of the Fibre To The Home Service also varies depending on the geographic and technical capability of the underlying Network;
- (g) to receive the Fibre To The Home Service, you are required to have the Required Equipment. We are under no obligation to provide the Fibre To The Home Service to you if you do not have the Required Equipment;
- (h) if we agree to provide the Fibre To The Home Service to you, we will advise you if there is any significant delay during the Application process.

7. SERVICE CHARGES AND BILLING

Service charges

- 7.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application.
- 7.2 The charges for the Service will depend on the Service options, features and characteristics for each Service option selected by you in your Application.

Billing

- 7.3 We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule.
- 7.4 Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed-paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

Variation of charges

- 7.5 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

SECTION B5: FIBRE TO THE HOME SERVICE DESCRIPTION

Commencement of charges

- 7.6 Service charges will accrue from:
- (a) the date on which the Service is first connected; or
 - (b) 14 days after the Service Activation,
- which ever happens first.

Payment

- 7.7 You must pay the charges for the Service:
- (a) by direct debit payment from your credit card or nominated bank account; or
 - (b) by a acceptable method as described on your invoice.
- 7.8 If you provide us with your credit card details for the purposes of paying for the Service, we may:
- (a) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 7.6;
 - (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
 - (c) take steps to verify that there is sufficient funds available on your credit card account to pay for invoiced fees; and
 - (d) charge any Break Fee payable under clauses 9.3 to your credit card immediately on notice of cancellation of the Service.
- 7.9 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).
- 7.10 Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clauses 15.2 to 15.5 of Section A General Terms, you must continue to pay the charges for the Service even if:
- (a) your computer is not working;
 - (b) you actively cease using the Service for any reason in circumstances where the Service is available for use; or
 - (c) the Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.

8. MONTHLY USAGE ALLOWANCE AND SHAPING

Monthly Usage Allowance

- 8.1 Each Fibre To The Home Pricing Plan provides a Monthly Usage Allowance that represents the maximum Usage that can be used at High Speed during a Billing

SECTION B5: FIBRE TO THE HOME SERVICE DESCRIPTION

Month (regardless of the number of days in that month). Barring Exempted Sites, all traffic is counted towards the Monthly Usage Allowance on the Fibre To The Home Service, including Netphone2 uploads.

- 8.2 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service ("**Billing Month**"). Your amount of data Usage (measured in Megabytes) applies to a combination of Downstream and Upstream data.

Shaping

- 8.3 If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Fibre To The Home Service will be Shaped (Downstream and Upstream). The Netphone2 service is exempted from Shaping.
- 8.4 Your Service will remain Shaped until the commencement of the next Billing Month. Any unused Monthly Usage Allowance in any Billing Month cannot be rolled over into subsequent Billing Months.
- 8.5 Your Service is shaped during the period (On Peak or Off Peak) in which you have exceeded your usage.
- 8.6 You may purchase additional quota for your plan by adding a Data Pack as outlined in the Pricing Schedule. Quota is added to either period (On Peak or Off Peak.) Any unused allowance in your Data Pack in any Billing Month cannot be rolled over into subsequent Billing Months.

Monitoring your Usage

- 8.7 We may notify you by email to your email address provided by you from time to time, when your Usage has exceeded the Monthly Usage Allowance. We reserve the right to monitor any additional Usage whilst access to your Service is Shaped.
- 8.8 An online Usage monitoring application is provided on our web page to allow you to view your Usage for the current Billing Month.

9. CANCELLATION, SUSPENSION AND VARIATION

Cancellation or suspension by us

- 9.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

Cancellation or suspension by you

- 9.2 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 9.3.
- 9.3 If you cancel the Service after Fibre To The Home Service Activation but before the end of the Contract Term, the Break Fee set out in the Pricing Schedule will apply. Subject to the clause 9 of the General Terms (Billing Disputes), you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related iiNet Entity to you.

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- 9.4 Fibre To The Home services cannot be suspended by you as there is an on-going cost incurred by us in maintaining the connection with our supplier.

Variations

- 9.5 You may vary a Fibre To The Home Pricing Plan within the Fibre To The Home Service range to another Fibre To The Home Service Pricing Plan within that range. A fee for making a variation may apply as described in the Pricing Schedule.
- 9.6 If you vary your Service of Fibre To The Home Pricing Plan by using the online Toolbox plan you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 9.7 The variation of your Service or Fibre To The Home Pricing Plan, will not affect the duration of the Contract Term.
- 9.8 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

10. FIBRE TO THE HOME SERVICE AND MOVING PREMISES

Cancellation or disconnection of your Fibre To The Home Service

- 10.1 To cancel your Fibre To The Home Service the authorised account holder must contact iiNet and request iiNet to cancel the service, subject to proof of identity and other requirements.
- 10.2 Cancellation of your Fibre To The Home will result in the cancellation of your Netphone2 Service.
- 10.3 From time to time, iiNet may be notified by our provider that the Fibre To The Home Service can no longer be provided. In this circumstance, iiNet will contact you to arrange the cancellation of your Fibre To The Home Service. iiNet will not be liable to you for any such cancellation.

Moving Premises

- 10.4 The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing Fibre To The Home Service.
- 10.5 If the Service is available at your new Premises:
- (a) we may accept your Application and provide the Service at your new Premises; and
 - (b) we will charge you a setup fee as specified in the Pricing Schedule.
- 10.6 If the Service is not available at your new Premises and you move before the end of the Contract Term and:
- (a) you elect to obtain an alternative service from us at your new address, we will waive any Break Fee payable under clause 9.3, but we may charge you

SECTION B5: FIBRE TO THE HOME SERVICE DESCRIPTION

a Downgrade Fee as specified in the Pricing Schedule if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).

- (b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then the Break Fee payable under clause 9.3 will apply.

11. CUSTOMER SUPPORT

Fault reporting and rectification

- 11.1 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.
- 11.2 We will use reasonable endeavours to rectify the fault within 72 working hours after you report a fault to us in accordance with clause 11.1. However, depending on the nature of the fault, rectification may take longer than 72 working hours.
- 11.3 We provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.

Back-Up Service

- 11.4 As there is no telephone line associated with this service, the backup Dialup Service may only be accessed where a PSTN service exists.

Warranty

- 11.5 We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with Equipment we supply to you. The Warranty Periods do not apply where you have supplied your own modem or other Equipment.

Software

- 11.6 We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.

12. USE OF THE SERVICE

- 12.1 When using the Service you must comply with:
 - (a) our CRA, including clause 4 of the General Terms, and this clause 12; and
 - (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network on which your data transmits.
- 12.2 Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).

SECTION B5: FIBRE TO THE HOME SERVICE DESCRIPTION

- 12.3 You must ensure that any software you use in relation to the Service is properly licensed.
- 12.4 The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.
- 12.5 All IP addresses provided by us for your use remain our property. Most Services include a dynamic IP address. A new IP address is usually allocated whenever the computer and modem are rebooted. The IP address remains until the next time the computer and modem are switched off. Where provided, you may configure your computer or modem to connect using a static IP address.
- 12.6 We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:
- (a) deleting transitory data that has been stored on our servers for longer than 90 days;
 - (b) deleting stored email messages that are older than 90 days;
 - (c) rejecting any incoming email messages and attachments that exceed 30 Megabytes (including encapsulation);
 - (d) delivering access and content via proxy servers;
 - (e) limiting the number of addresses to whom an outgoing email can be sent;
 - (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
 - (g) managing the Network to prioritise certain types of Internet traffic over others; and
 - (h) blocking or filtering specific Internet ports.
- 12.7 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 12.8 You may request Additional Users on the Service in accordance with the Pricing Schedule.
- 12.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 12.10 We may monitor use of the Service to investigate a breach (or suspected breach) of the Fair Use Policy or upon the request of an authorised authority.
- 12.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

SECTION B6: BUSINESS PACK SERVICE DESCRIPTION

Customer Relationship Agreement

SECTION B6: BUSINESS PACK SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of this CRA or in clause 6 of this Service Description

1. ABOUT THE BUSINESS PACK SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Business Pack Service Description of our CRA under which we supply a Business Pack Service to you. Prior to the activation of the Business Pack Service, the terms and conditions of your previous service provider apply. After activation of the Business Pack Service, these terms and conditions apply.

Our CRA Section A, and Section C the Pricing Schedule also applies to the Business Pack Service.

Service options

- 1.2 The Business Pack Service comprises of the following Service options:

- (a) Business Pack 1, Business Pack 2 and Business Pack 3

The service features for all current Service options are described in the Pricing Schedule.

2. THE BUSINESS PACK SERVICE DESCRIPTION

What is the Business Pack Service?

- 2.1 The Business Pack Service is a bundle of services sold as a single service. The Business Pack Service features download quota, On-site Installation, Included calls, Phone Line(s), Fax Line(s), Netphone Line(s), Static IP(s), Google Adword voucher, business domain name registration and hosting, business email addresses and web space.
- 2.2 The features are optional. You can select which features you want to include and exclude in your Business Pack at the point of sale.

Service requirements and restrictions

- 2.3 In order to receive the Service you must
- (a) meet all of our System Requirements; and
- (b) install, or arrange for the installation of, all the Required Equipment.
- 2.4 The Service is only available in locations that are ADSL enabled. your ADSL Access Line is subject to a Full Service Qualification.

SECTION B6: BUSINESS PACK SERVICE DESCRIPTION

The Service can only be supplied over a Communications Wire that can be connected to Telstra's local telephone service or another service provider's Telstra local resale service.

2.5 You acknowledge that:

- (a) you may not be able to receive the Service at your location;
- (b) we do not provide technical support for Services using the ADSL Modem under the following conditions:
 - (A) running internal networks connected to the Service;
 - (B) running network services or providing network services to others via the Service;
 - (C) running connectivity software other than that provided with the ADSL Modem; or
 - (D) Macintosh operating systems below v10.0
- (c) the ADSL Modem only supports a single computer connected to that modem or router;
- (d) we do not guarantee that the Modem Software or other Software will be compatible with any network of machines.
- (e) we do not guarantee Internet connectivity through a wireless access point, or the compatibility of a wireless device or connection with Your Equipment and/or network structure;
- (f) some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service;
- (g) we cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time as variables such as signal strength, distance from exchange, traffic and load have an effect on the connection speed;
- (h) we do not guarantee the availability of ports or access to our DSLAM Network;
- (i) we will use due care and skill in providing the Service in accordance with the Consumer Guarantees . Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us). This does not limit your right to obtain rebates in some circumstances, as set out in clause 15.2 of the General Terms.

2.6 The following restrictions apply to the use of the Service:

- (a) You must be the Legal Lessee (account holder) of the Access Line or, if you are not the Legal Lessee of the Access Line used to connect to the

SECTION B6: BUSINESS PACK SERVICE DESCRIPTION

Service, you have obtained the Legal Lessee's permission to connect the Service; and

- (b) You must be over 18 years of age to apply for the Service.

Contract Term

- 2.7 We will provide, and you must acquire the Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the end of the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

3. SUSPENSION, VARIATIONS AND CANCELLATIONS

Suspension or Cancellation by Us

- 3.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

Suspension or Cancellation by You

- 3.2 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee as described in the Pricing Schedule.

If you cancel the Service after Activation but before the end of the Contract Term, the Break Fee set out in the Pricing Schedule will apply.

Subject to the clause 9 of the General Terms (Billing Disputes), you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related iiNet Entity to you

- 3.3 The Business Pack Service cannot be suspended by you as there is an on-going cost incurred by us in maintaining the Service with our supplier.

Variations

- 3.4 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

You may upgrade or downgrade a Business Pack within the Business Pack Service range. A fee for making a variation may apply as described in the Pricing Schedule.

If you vary your Service you are responsible for ensuring that the varied Service selected by you meets your requirements.

The variation of your Service will not affect the duration of the Contract Term.

We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

SECTION B6: BUSINESS PACK SERVICE DESCRIPTION

Cancelling the Business Pack Service

- 3.5 To cancel your Business Pack Service the authorised account holder must contact iiNet's business team on 13 24 49 and request iiNet to cancel the service.
- 3.6 From time to time, iiNet may be notified by our provider that the Business Pack Service can no longer be provided. In this circumstance, iiNet will contact you to arrange the cancellation of your Service. iiNet will not be liable to you for any such cancellation.

Relocating your Business Pack Service

- 3.7 The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing Service.
- 3.8 If the Service is available at your new Premises:
- (a) we may accept your Application and provide the Service at your new Premises; and
 - (b) we will charge you a setup fee as specified in the Pricing Schedule.
- 3.9 If the Service is not available at your new Premises and you move before the end of the Contract Term and:
- (a) you elect to obtain an alternative service from us at your new address, we will waive any Break Fee payable, but we may charge you a Downgrade Fee as specified in the Pricing Schedule if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).
 - (b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then the Break Fee payable will apply.

4. BUSINESS PACK SPECIFICS

Onsite Installation & Setup

- 4.1 Upon request, we can arrange an appointment for our contractor "Kytec" to attend the Service installation address and perform work to configure any of your equipment in relation to the Service for up to 1 hour. If the estimate of work required exceeds 1 hour, you may acquire Kytec's services directly for which Kytec will invoice you.

You must be in attendance at the service installation address, at the appointment time for Kytec's installation & setup. If you are not in attendance, and do not contact us to re-schedule the appointment with at least 24 hours notice of the original appointment, then you will be charged a missed appointment fee in accordance with the Pricing Schedule.

SECTION B6: BUSINESS PACK SERVICE DESCRIPTION

Included Phone Calls

- 4.2 The Business Pack Service includes an amount of Phone Calls calculated at the relative business rates described here:

<http://www.iinet.net.au/business/voip/call-rates.html>

<http://www.iinet.net.au/business/phone/plans.html>

Google Adwords Voucher

- 4.3 Google Adwords allows you to display your adverts on Google and Google's advertising network. When people search on Google using one of your keywords, your advert may appear next to the search results.

Each Business Pack Service includes one voucher redeemable at adwords.google.com.au for new Adwords accounts only (not existing accounts).

Domain Name Registration & Hosting

- 4.4 We will register a domain name on a first come, first served basis in accordance with the rules and policies of our chosen naming authority, and there is no guarantee that your preferred domain name will be registered. Your requested domain name and application details must comply with the requirements of our chosen naming authority or otherwise advised by us from time to time.
- 4.5 We reserve the right to refuse registration, re-delegation and/or hosting of any domain name or sub-domain which it considers to be offensive, defamatory, illegal or otherwise inappropriate. This right may be exercised by us at any time.
- 4.6 When requesting domain name redelegation, you warrant that you are the legal owner of the domain name and we reserve the right to require proof of ownership.
- 4.7 You agree that your personal data relating to the domain name is to be listed in the public registry for your domain name.
- 4.8 All possible efforts are made to ensure there will be no disruption to mail and/or hosting services during delegation.
- 4.9 If you have registered a domain name yourself and, even though that domain name is hosted by us, you are responsible for any subsequent renewal of that domain name. We are not liable to you for any loss, cost, liability or damage incurred by you in connection with the expiry of your domain name.
- 4.10 If you request in your Application, and we agree, to register, renew or redelegate a domain name on your behalf, we will notify you of the amount payable for such registration, renewal or redelegation and the due date for such payment. If we do not receive payment of such amount within 30 days of a request for payment we reserve the right to cancel the domain name and all services associated with it.
- 4.11 Where we register a domain name on your behalf, we will renew your domain name on your behalf provided that:

SECTION B6: BUSINESS PACK SERVICE DESCRIPTION

- (a) the domain name is an open .au domain name (i.e. any .com.au, .net.au, .org.au, .asn.au, or .id.au domain name) that has Connect West acting as the Registrar of Record;
 - (b) the domain name is a gTLD domain name (i.e. any .com, .net, .org, .biz, or .info domain) that is listed on our Melbourne IT reseller account; or
 - (c) the domain name is a co.nz domain that has been registered through Domainz Limited,
- 4.12 and we have received payment of any amount due within 30 days of a request for payment in respect of such renewal. For the avoidance of doubt, if your domain name is hosted by us but does not fall into one of the categories referred to in clause 4.11(a), (b) or (c), we are not responsible for renewal of your domain name

5. OTHER INFORMATION ABOUT THE BUSINESS PACK SERVICES

Fault Reporting

- 5.1 If you experience a fault in respect of your connection to the Service, you can contact iiNet's Business team by telephoning 13 24 49 or emailing us.
- 5.2 We will use reasonable endeavours to rectify the fault within 72 working hours after you report a fault. However, depending on the nature of the fault, rectification may take longer.
- 5.3 We provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.

Warranty

- 5.4 We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with equipment we supply to you. The Warranty Periods do not apply where you have supplied your own modem or other equipment.

6. DEFINITIONS

Business Pack Service means the service as described in Clause 2.1

Google Adword means the service described in Clause 4.3

On-site Installation means the attendance of our contractor at the address which the service is to be installed.

System Requirements means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our Website.

SECTION B7: HOSTING & DOMAINS SERVICE DESCRIPTION

Customer Relationship Agreement

SECTION B7: HOSTING & DOMAINS SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of this CRA.

1. ABOUT THE HOSTING & DOMAINS SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Service Description of our CRA under which we supply Hosting and Domain Services to you.

Our CRA Section A, and Section C the Pricing Schedule also applies to the Hosting & Domain Services.

Service options

- 1.2 The Hosting & Domain Service comprises of the following Service options:

- (a) Domain name registration,
- (b) Web Hosting,
- (c) Email Hosting,
- (d) Hosted Exchange;
- (e) Virtual Private Servers (VPS)
- (f) Business Cloud

The service features for all current Service options are described in the Pricing Schedule.

2. REGISTRATION

Registration

- 2.1 We will register a domain name on a first come, first serve basis in accordance with the rules and policies of our chosen registrar.
- 2.2 We reserve the right to refuse registration, re-delegation and or hosting of any domain name or sub-domain, which we consider to be, offensive, defamatory, illegal or otherwise inappropriate at any time.
- 2.3 You agree that your personal data relating to the domain name will be listed in the public registry for your domain name.

Availability

- 2.4 Your requested domain name and application details must comply with the requirements of our chosen registrar.

SECTION B7: HOSTING & DOMAINS SERVICE DESCRIPTION

- 2.5 We do not represent or warrant to you the availability of any domain name. You have no rights or cause of action against us if a domain is not available or cannot be registered for any other reason.

Re-delegation

- 2.6 If you request the re-delegation of your domain, you warrant that you are the legal owner of the domain name.

Renewal

- 2.7 If you have registered a domain name and we host it, you are responsible for any subsequent renewal of that domain name. We are not liable to you for any loss, cost, liability or damage incurred by you in relation to the expiry of a domain name.
- 2.8 If we register, renew or re-delegate a domain name on your behalf, we will notify you of the amount payable for such, and of the payment due date. If we do not receive payment of that amount by the due date we reserve the right to cancel the domain name and all other associated services.
- 2.9 If we register a domain name on your behalf, we will renew your domain name provided that:
- a) the domain name is an open .au domain name (i.e. any .com.au, .net.au, .org.au, .asn.au, or .id.au domain name) where Connect West is the registrar.
 - b) the domain name is a gTLD domain name (i.e. any .com, .net, .org, .biz or .info domain) where Melbourne IT or DistributeIT is the registrar.
 - c) The domain name is a co.nz domain that has been registered through Domainz Limited.

If your domain name is hosted by us but does not fall into one of the categories above, then we will not renew your domain name on your behalf. It will be your responsibility to renew the domain name.

3. HOSTED EXCHANGE

- 3.1 If you request that we provide you with the Hosted Exchange service, we will do so on the terms set out in this clause 3.

Use of the Hosted Exchange service

- 3.2 We will provision the initial environment. You are responsible for the administration of all other aspects of your Hosted Exchange service.
- 3.3 Each mailbox may only be accessed by one natural person. You must not allow multiple people to simultaneously use a single mailbox.
- 3.4 You must not, and must ensure that other persons do not, use automated software to retrieve mail from a single mailbox and distribute that mail to multiple people locally.
- 3.5 You must not resell your email service without our prior written consent.

SECTION B7: HOSTING & DOMAINS SERVICE DESCRIPTION

- 3.6 We will only provide technical support in relation to the Hosted Exchange service to the account holder.

Spam filtering

- 3.7 You acknowledge that without prior notice to you, we may filter email delivery for spam to accounts hosted by us. Due to the nature of spam filtering software, we cannot guarantee that all spam will be filtered and that all non-spam will not be filtered. You will need to monitor filtered email regularly.

Memory limitations

- 3.8 Mailbox storage capacity for each Hosted Exchange plan is set out in the Pricing Schedule. It is your responsibility to monitor the storage capacity for your individual mailboxes. Email messages that exceed the storage capacity for a particular mailbox when received may be permanently lost.
- 3.9 Individual email messages that exceed 30MB (including attachments) may be permanently lost.

Deleted items retention

- 3.10 You will be able to recover deleted email messages (other than email messages that have been permanently deleted) for a period of 7 days from the day the message was deleted.

Billing

- 3.11 You will be charged a recurring monthly fee for your Hosted Exchange service based on the number of active mailboxes connected to your service. Mailboxes that are active for only a portion of the relevant billing period will be charged on a pro-rata basis.
- 3.12 You are responsible for the creation and deletion of mailboxes. Charges will apply for every active mailbox created via the control panel for your Hosting Exchange service. You must take reasonable care to ensure that your account details are kept secure to prevent unauthorised creation, modification and deletion of mailboxes.

4. CONTENT OWNERSHIP

Authority

- 4.1 You are responsible for obtaining any and all necessary licenses, consents, authorisations and approvals to enable you to lawfully use any intellectual property rights with the service, including without limitation, consents in respect of any proposed domain name or other intellectual property rights being used by you.
- 4.2 All hosted content or data stored by you on our server is your property and responsibility. We claim no ownership over, and assume no responsibility in respect of, any of your data. Accordingly you should maintain a back-up of your own data.

SECTION B7: HOSTING & DOMAINS SERVICE DESCRIPTION

5. SUSPENSION & CANCELLATION

Suspension

- 5.1 Pursuant to Section A 14, in the event of suspension your hosting and domains service may be blocked and any information hosted on it be removed either permanently, or temporarily held subject to the cause of suspension being remedied.

Cancellation

- 5.2 You may cancel the service without reason where no contract term exists by giving us 30 days' notice.

6. LIMITATION OF LIABILITY

- 6.1 To the extent permitted by law, if we are held liable for any loss or damage whatsoever and however arising under this service description, you agree that our maximum aggregate liability to you shall not exceed the total amount paid by you to us for Domain name registrations and Hosting services.
- 6.2 iiNet does not make any guarantees that your data is backed up or monitored. You are responsible for keeping a copy of your Hosting and Domains Content locally. iiNet does not warrant that your Content will not be subject to damage, loss or corruption and accepts no liability for such.

7. PRIVACY AND SECURITY OF YOUR HOSTING AND DOMAINS SERVICE

Privacy Policy

- 7.1 Our Privacy Policy, which can be found on our Website also applies to this agreement.

Access to information we hold about you

- 7.2 You agree that we may access, use and or disclose your account information and Content if legally required to do so; or if it is reasonable necessary to:
- (a) Comply with a legal process or request
 - (b) Enforce this agreement
 - (c) Investigate any security, fraud or technical issues; or
 - (d) Protect the rights of iiNet, its users, or the public, as required or permitted by law.

SECTION B8: ONLINE VAULT SERVICE DESCRIPTION

Customer Relationship Agreement

SECTION B8: ONLINE VAULT SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of this CRA or in this Service Description

1. ABOUT THE ONLINE VAULT SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Online Vault Service Description of our CRA under which we supply the Online Vault Service to you. The General Terms set out in Section A of our CRA, and Section C the Pricing Schedule also applies to the Online Vault Service.

Service options

- 1.2 The Online Vault Service comprises of the following service options:

- (a) Online Vault 1
- (b) Online Vault 2
- (c) Online Vault 3

2. THE ONLINE VAULT SERVICE DESCRIPTION

What is the Online Vault Service?

- 2.1 The Online Vault Service is a secure online backup solution that you can access from a PC or a MAC that is running the Client.

The Service allows for the Backup of individual files of certain commonly used applications such as documents, photos and video file types online.

Service Requirements & Restrictions

- 2.2 In order to receive the service you must:

- (a) meet all our System Requirements; and
- (b) have installed all of the Requirement Equipment.

- 2.3 The Online Vault Service is only available in English.

- 2.4 We do not guarantee that the Online Vault Service will be compatible with any network of Devices.

- 2.5 You must be the legal owner of the Internet Service used to access the Online Vault Service or have obtained the owner's permission to use the Internet Service to access the Online Vault Service.

- 2.6 You must be over 18 years of age to apply for the Online Vault Service.

SECTION B8: ONLINE VAULT SERVICE DESCRIPTION

Contract Term

- 2.7 If you apply for the Online Vault Service for a contracted period of time, we will provide, and you must acquire the Service in accordance with this CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the Contract Term has expired we will continue to provide the Service until it is cancelled in accordance with this CRA.

3. INSTALLING THE ONLINE VAULT SERVICE

Installation

- 3.1 Use of the Service requires you to install the latest version (which may change from time to time) of the Client Software Application on a Computer System meeting the System Requirements. The Client can be downloaded from iiNet's Website.
- 3.2 Once the Client is successfully installed, access to the Online Vault requires authentication using a valid Email Address and License ID.
- 3.3 Upon installation an initial Backup of Content will be automatically carried out to test the correct function of the Service. If successful, an email will be sent to you confirming the Content was received successfully.

4. SOFTWARE (THE CLIENT)

License to use

- 4.1 iiNet owns all the rights to the Client Software Application. The Client is protected by intellectual property and copyright laws. We grant you a revocable, non-exclusive, non-transferable licence to use the Client subject to this clause and any end user agreement provided with the Client at the time of installation.

You May:

- 4.2 Install the Client on as many Devices as you need, and create copies of the Client software for the purpose of a Backup only.

You Must Not:

- 4.3 Install the Client in a way that is likely to contravene any laws or breach our CRA.
- 4.4 Distribute copies of the Client to a third party, transfer the Client to another party's Computer System or allow a third party to do these things.
- 4.5 Modify, adapt, translate, rent, lease, resell, distribute, decompile, reverse engineer, disassemble or create derivative works based upon the Client Software or any part thereof.
- 4.6 Use any Supporting Documentation in a way described in clauses 4.4 & 4.5, or for any purpose other than to support your use of the Client.
- 4.7 Use the Client software or any portion of thereof to implement any product or service to operate on or in connection with the Client for any other purpose than allowed in the Service Description.

SECTION B8: ONLINE VAULT SERVICE DESCRIPTION

5. ONLINE VAULT SPECIFIC TERMS

General Term & Conditions

- 5.1 The Online Vault Service allocates you a maximum amount of Backup Capacity in Gigabytes according to the Plan selected by you. You agree not to exceed this Backup Capacity. You can monitor your usage of your Backup Capacity via the Toolbox. If you try to exceed your allocated Backup Capacity you will be notified on-screen that you do not have the Capacity to backup the file unless you remove some existing files or upgrade your plan to gain more Capacity.
- 5.2 You are responsible for any usage of the Service. You are responsible for obtaining any licenses, consents, authorisations or approval to enable you to lawfully use Content stored in your Online Vault. iiNet accepts no ownership or responsibility for any data Backed up in your Online Vault.

Applying for the Online Vault Service

- 5.3 You can apply for the Service in the ways described in The General Terms Clause 2 of our CRA, which sets out how to make an application and accepting your application for the Online Vault Service.

Cancelling the Online Vault Service

- 5.4 You may cancel your Online Vault Service by contacting iiNet's Customer Support. Cancelling your Online Vault means that the Content Backed up by means of the Client will be deleted and no longer available to be Restored.

Traffic Counting

- 5.5 Data sent to and from the Online Vault is not counted towards your Data Allowance. The data is in the Freezone.

Other Important information about the Online Vault Service

- 5.6 The Online Vault is NOT an archiving service, but a service for Backing up Content. Content Backed up by means of the Client can be Restored at your request up to 45 days after its deletion from your computer. After 45 days, the Content is automatically deleted from the Online Vault and cannot be Restored.

6. SERVICE CHARGES AND BILLING

Service charges

- 6.1 We will bill you for the Service in accordance with Clause 9 of the General Terms, and the product Plan selected by you.

Billing & Payment

- 6.2 You will be sent an invoice each month containing the charge for the preceding month service period according to the Plan selected by you. Payment must be made by automatic debit of your credit card or direct debit from your nominated bank account. If your bank declines a payment you may be charged a fee in accordance with the Price Schedule.

SECTION B8: ONLINE VAULT SERVICE DESCRIPTION

Variations to the charges

- 6.3 We may vary the charges of the Service in accordance with clauses 1.3 to 1.8 of the General Terms.

7. PRIVACY AND SECURITY OF YOUR BACKED UP CONTENT

Privacy Policy

- 7.1 Our Privacy Policy, which can be found on our Website also applies to this agreement.

Collection & use of your Content

- 7.2 The Content in your Online Vault is not Backed up on iiNet servers and is not monitored by iiNet in any way. You are responsible for keeping a copy of your Online Vault Content locally.

iiNet does not warrant that your Content will not be subject to damage, loss or corruption and accepts no liability for such. iiNet does not and cannot cache, keep, or retrieve a copy of your Content for any purpose except where it may be required to be law.

Access to information we hold about you

- 7.3 You agree that we may access, use and or disclose your account information and Content if legally required to do so; or if it is reasonable necessary to:
- (a) Comply with a legal process or request
 - (b) Enforce this agreement
 - (c) Investigate any security, fraud or technical issues; or
 - (d) Protect the rights of iiNet, its users, or the public, as required or permitted by law.

Backup and security of your Content

- 7.4 Content Backed up by way of the Client is not Backed up on iiNet servers. Content is Backed up by our partner F-Secure in a secure data centre.

To ensure the security of your Content you are assigned a Licence ID. You must keep this safe and confidential. Do not communicate it to anyone other than iiNet for the purpose of technical troubleshooting.

8. CUSTOMER SUPPORT

- 8.1 iiNet provides a 24/7 Customer Support service to assist you with your use of the Service or any difficulty you are having with the Service. iiNet's Customer Support can be contacted by telephone on 13 22 58.

SECTION B8: ONLINE VAULT SERVICE DESCRIPTION

9. USE OF THE ONLINE VAULT SERVICE

Use of the Service

- 9.1 You agree to use the Service in accordance with any applicable laws or regulations. The Service is intended for your personal use only and not for commercial purposes. Use of the Service and any Content is solely at your own risk.

Unacceptable use

- 9.2 The Service is not to be used for any commercial purposes, which include but are not limited to E-Commerce, distribution of content and FTP downloading.

You shall not save or attempt to save, by means of the Client software, Content that is not primarily located on your computer's internal storage device (e.g external Backup devices).

Sharing of Content

- 9.3 You agree to not use the Online Vault as a file sharing mechanism.
- 9.4 The Online Vault is for your personal use only, to Back up and access files that you have authority to Back up, access and use. You should not provide your authentication details to another person or entity to Back up, access or use the Content of your Online Vault.

Prohibited Uses

- 9.5 You must not use the Online Vault to:
- (a) transmit any Content in a way that is unlawful, harassing, threatening, harmful, defamatory, abusive, violent, obscene, racially or ethically offensive, invasive of another's privacy or otherwise objectionable;
 - (b) engage in any activity that may infringe on another person's right or that is likely to cause intellectual property infringement; or
 - (c) disclose any confidential information in breach of a confidentiality, or non-disclosure agreement.

Copyright

- 9.6 You will not Backup, Store or share any illegal or infringing Content. You specifically agree to strictly adhere to the provisions of the applicable copyright laws.

REMINDER

Any reproduction, communication of a work and/or any broadcasting of a performance, and audio recording or a video recording made without authorisation may constitute an offence or a copyright infringement and is a material breach of our CRA.

SECTION B8: ONLINE VAULT SERVICE DESCRIPTION

10. ACKNOWLEDGMENTS

Customer Indemnification

- 10.1 You indemnify iiNet against any damages, direct, indirect or Consequential Loss claims made in relation to your use of the Online Vault or any other iiNet Service arising from the Content in your Online Vault or any use, by you of any other iiNet Service described in our CRA.

You are solely responsible for the Content Backed up, transferred or Backed up using the Client and also otherwise for your use of the Online Vault Service. You shall indemnify, defend and hold harmless iiNet, its licensors, distributors and suppliers against any and all costs, charges, claims, damages and liabilities incurred, and any proceedings taken against any of the indemnities without limitation, legal and consultant fees resulting from any misuse of the Online Vault Service or violation of rights of third parties, and or any damage that you may cause through use of the service.

Customer Acknowledgements

- 10.2 During the Back up process, the Client operates automatically, depending on related technical constraints. Accordingly no guarantee is given for specific speeds or periods of time during which the operation will be finished.

11. DEFINITIONS

Backup means the process performed by the Client to Store information on a Computer System to the Online Vault

Break Fee means the fee charged in accordance with the Pricing Schedule when the Service is cancelled before the expiry of a Contract Term.

Client (Software Application) means the application that is downloaded and installed locally on a Computer System that performs the process of a Backup.

Contract Term means the minimum period of time that the Service will be provided as selected in the application by the customer.

Computer System means the same as System Requirements.

Capacity means a maximum amount of data in Gigabytes that is able to be Stored by the Online Vault Service plan as selected in the application for the Service.

Content means information data such as files, which is Stored in the Online Vault.

Customer Support means iiNets staff that can assist any customer, with a enquiry about iiNets services, who are contactable by telephoning 13 22 58.

Device means same as System Requirements.

Downgrade means changing the Plan from its current Plan to one of equal or lesser cost.

Data Allowance means a maximum amount of data in Gigabytes that is able to be downloaded on a given internet connection in a given period.

SECTION B8: ONLINE VAULT SERVICE DESCRIPTION

Distribute means to share a thing.

Freezone means Content that can be downloaded on an iiNet Internet service. But which is exempt from the Data Allowance.

F-Secure means iiNets partner who develop the Client Software.

Internet Service means an iiNet Internet Service as sold on its Website.

Online Vault Service means the product described in this Service Description.

Pricing Schedule means Section C of our CRA.

Plan means the Plan as selected on your application for the Service

Privacy Policy means <http://www.iinet.net.au/legal/privacy.html>

Restored means the successful process performed by the Client to copy data from the Online Vault to a local Computer System.

System Requirements means a PC running Windows XP (SP2+), Windows Vista or Windows 7 or a MAC OS 10.5 or above and a working iiNet internet connection and access to an email address.

Supporting Documentation means this a) CRA, b) the text in the click-wrap agreement agreed to by you in the online application, and c) the click-wrap agreement agreed to by you in the installation of the Client.

Service Description means a relevant section of our CRA.

Backup Capacity means same as Capacity.

Service means the Online Vault Service.

Stored means information in the Online Vault.

Toolbox means <https://toolbox.iinet.net.au/>

Email Address and License ID means the authentication details provided exclusively to you for the purpose of accessing the Service.

Website means <http://www.iinet.net.au/customers/>

SECTION B9: MOBILE BROADBAND SERVICE DESCRIPTION

Customer Relationship Agreement SECTION B9: MOBILE BROADBAND

Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of this CRA.

1. ABOUT THE MOBILE BROADBAND SERVICE DESCRIPTION

About our Customer Relationship Agreement

- 1.1 This is the Mobile Broadband Service Description of our Customer Relationship Agreement under which we supply a Mobile Broadband Service to you.

Our Customer Relationship Agreement Section A General Terms and Section C Pricing Scheduled also applies to the Mobile Broadband Service.

Service Options

- 1.2 The Service Options for the Mobile Broadband Service are set out in the Pricing Schedule.

2. THE MOBILE BROADBAND SERVICE

What is the Mobile Broadband Service?

- 2.1 The Mobile Broadband Service provides access to the internet over a Wireless network we acquire from a wholesaler, and we resell that access to you. The wireless network is owned by Optus Mobile (**The Optus Network**). Depending on the Plan chosen, the device used and network availability the Service uses:

- (a) the 2100MHz/900MHz frequency bands of the Optus Network (**3G Dual Band Network**);
- (b) the 2100MHz frequency band of the Optus Network (**3G Single Band Network**);
- (c) the 1800MHz frequency band of the Optus Network using LTE technology (**4G Network**); and
- (d) the Optus GSM/GPRS network.

Coverage for the Mobile Broadband Service is not available in all areas. 4G Network coverage is only available in limited areas of Perth, Sydney and Melbourne. The 4G Network can only be used with a compatible device and on a 4G Plan. The 4G Network may also be unavailable for other reasons including during periods of network congestion. Where a 4G compatible device is used but there is no 4G Network coverage in the area or the 4G network is otherwise unavailable, the service will utilise the 3G Dual Band Network if available.

Contract Term

- 2.2 We will provide, and you must acquire the Service in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the end of the Contract Term we will continue to provide the Service until it is cancelled in accordance with the CRA.

SECTION B9: MOBILE BROADBAND SERVICE DESCRIPTION

Service Requirements

2.3 To receive the Service you must

- (a) meet any applicable System Requirements; and
- (b) have the equipment referred to in clause 3.

2.4 The Service is only available in the areas described in Clause 4.

2.5 You acknowledge that:

- (a) you may not be able to receive the Service at your location;
- (b) we do not provide technical support for Services under the following conditions:
 - (A) running a network connected to the Service;
 - (B) running a network or providing network service to others for the Service;
 - (C) running connectivity software other than that provided by us with equipment we supply to you for use with the Service; or
 - (D) Macintosh operating systems below v10.0.
- (c) Unless expressly stated otherwise on our Website a modem device that we supply to you in connection with the Service only supports a single computer connected to that modem device.
- (d) Unless expressly stated otherwise by us, we do not guarantee that any modem device that we provide to you in connection with the Service will be compatible with any particular machines or network of machines.
- (e) We do not guarantee that your connection to the internet will achieve any specific speed at any given time. Actual speeds will vary due to factors such as distance from the network point of presence, the capacity and load of that point of presence, your hardware and software, the number of individual end users using the Service at the same time and the source of the content you are accessing.
- (f) We will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us). This does not limit your right to obtain rebates in some circumstances as set out in clause 15.2 of the General Terms.

3. EQUIPMENT

The Equipment

3.1 To connect to the Mobile Broadband service you will need: a PC, laptop or other device which can connect to the Internet by means of a wireless connection with Windows XP or higher or a Mac with OSX or higher installed. Depending on which hardware option you chose we will provide you with:

SECTION B9: MOBILE BROADBAND SERVICE DESCRIPTION

- (a) a SIM card for use with your own modem device that is approved by us for use with the Mobile Broadband Service;
- (b) a mobile broadband Modem device with SIM card; or
- (c) a mobile broadband tablet device with SIM card.

4. COVERAGE

Service availability

- 4.1 The Service is only available within the Optus Network coverage area and is subject to network availability.

Coverage Area

- 4.2 It is your responsibility to establish whether the location at which you wish to use the Service is within the Optus Network coverage area. To assist you we provide coverage maps which are available on our Website at the following link:

<http://www.iinet.net.au/internet/broadband/mobile/coveragemap/>

Grace Exit Process

- 4.3 If:
- (a) your principal place of usage of the Mobile Broadband Service is within the Optus 3G Dual Band, 3G Single Band Network or 4G Network coverage area; and
 - (b) within 10 days from the date of the service activation, you report to us any coverage related issues relating to the use of the service at your principal place of usage,

then, subject to clauses 4.4, 4.5 and 4.6, we may allow you to cancel the Mobile Broadband Service without incurring a Break Fee and we will refund to you any upfront fees that you have paid to us in relation to the Mobile Broadband Service (for the avoidance of doubt, this does not include any fees relating to any other services that may be bundled with your Mobile Broadband Service).

Mobile Broadband Service in combination with a modem device supplied by us

- 4.4 If we agree to exercise the grace exit process and we have supplied a modem device to you in connection with the Mobile Broadband Service, we will send you a return freight bag and you must return to us, in its original condition, any modem device supplied to you by us in connection with the Mobile Broadband Service (Service Equipment) within 21 days from the date you receive the return freight bag and you must pay;
- (a) any excess usage costs incurred; and
 - (b) a Postage and Handling fee in accordance with the Pricing Schedule.

SECTION B9: MOBILE BROADBAND SERVICE DESCRIPTION

- 4.5 If we agree to exercise the grace exit process and you fail to return the modem device to us within 21 days from the date you receive the return freight bag from us, you will be charged the relevant Break Fee plus any excess usage fees.

Mobile Broadband Service in combination with a tablet device supplied by us

- 4.6 If we agree to exercise the grace exit process, and we have supplied a tablet to you in connection with the Mobile Broadband Service, we will release you from your Mobile Broadband contract without charging you a Break Fee but you will not be entitled to return the tablet to us under the grace exit process (because you could still use the tablet in connection with a fixed broadband service supplied by us or another supplier) and you must pay:
- (a) the full price of the tablet (if you are purchasing the tablet on a repayment plan, the repayment plan will be cancelled and you will be required to pay the sum of the amount of the remaining instalments under the repayment plan); and
 - (b) any excess usage costs incurred.

5. FAULTS

Fault Reporting

- 5.1 If you become aware of any fault with the Service immediately report the fault to us by telephoning or emailing a Customer Service Representative.

6. QUOTA & SHAPING

No Freezone, WAIX, or PIPE

- 6.1 The Mobile Broadband Service does not have unmetered access to our Freezone. All traffic is counted towards your monthly quota allowance, including WAIX traffic and PIPE traffic.

Excess usage (no shaping)

- 6.2 All traffic, both downloads and uploads are counted towards your quota allowance. Any unused part of your quota allowance expires at the end of the month and is not carried over to the next month. When your usage exceeds your allowance you will be charged at the rate specified in the Pricing Schedule. You will be sent a notification by email when you approach your usage quota allowance.

Usage Monitoring via Toolbox

- 6.3 It is your responsibility to monitor your usage. Real time data monitoring is not currently available for 3G Plans or 4G Plans via Toolbox. We are reliant on Optus to provide us with usage information regarding 3G Plans and 4G Plans, and there will usually be a delay of up to 48 hours (or in some instances longer) in the usage information on Toolbox for these plans.

Other Usage Monitoring

- 6.4 The modem devices and tablet devices that we supply to you may include real time data usage monitoring functionality (**Device Usage Monitoring**). Instructions on how to use Device Usage Monitoring are provided in the user manual for the devices. You should use Device Usage Monitoring as a guide only as it may not use the same methods for calculating usage as we do. For example, the Device Usage Monitoring may not monitor both upload

SECTION B9: MOBILE BROADBAND SERVICE DESCRIPTION

and download traffic usage whereas both upload and download traffic counts towards your quota allowance and any excess usage charges.

7. CANCELLATION, SUSPENSION AND VARIATIONS

Cancellation or suspension by us

- 7.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.
- 7.2 Our rights to suspend or cancel the Service under this clause 7.2, or any other clause of this Service Description, are in addition to our rights to suspend or cancel the Service under the General Terms of our CRA.

Cancellation or suspension by you

- 7.3 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 7.4
- 7.4 If you cancel the Service after it has been provisioned but before the end of the Contract Term, the Break Fees set out in the Pricing Schedule will apply. Subject to clause 10 of the General Terms (Billing Disputes), you authorise us to debit these payments to your credit card or bank account within a reasonable time after receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a Related iiNet Entity to you.
- 7.5 Mobile Broadband services cannot be suspended by you as there is an on-going cost incurred for maintaining the connection with the supplier that we will incur.

Variations

- 7.6 If you have a 3G Plan, you may vary the Plan to another 3G Plan. If you have a 4G Plan, you may vary the Plan to another 4G Plan. Note that charges for varying your plan may apply as specified in the Pricing Schedule. You may vary your Plan by:
- (a) completing and submitting a new online application form located on our Toolbox plan change web page; or
 - (b) telephoning Customer Support on and asking a customer service representative to complete the application form on your behalf.
- 7.7 If you vary your Service by using the online Toolbox plan change referred to in clause 7.6(a), you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 7.8 If you vary your Service in accordance with clause 7.6 such variation will not affect the duration of the Contract Term.
- 7.9 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of determining whether Excess Usage Charges are payable.

SECTION B10: IPTV SERVICE DESCRIPTION

Customer Relationship Agreement SECTION B10: IPTV SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 15 of this Service Description.

1. ABOUT THE IPTV SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the IPTV Service Description of our CRA under which we supply an IPTV Service to you. The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the IPTV Service.

Service Options

- 1.2 The IPTV Service Options comprise of iiNet TV with Fetch, and any one or more of the following:

- (a) Entertainment Plus Pack;
- (b) Sports Pack (only available with Entertainment Plus Pack);
- (c) Ovation Pack (only available with Entertainment Plus Pack); and
- (d) World TV Pack (On-Net customers only).

iiNet TV with Fetch is the base IPTV Service. To subscribe to the Entertainment Plus Pack or World TV Pack you must also subscribe to iiNet TV with Fetch. Sports Pack and Ovation Pack are only available if you have subscribed to the Entertainment Plus Pack.

The Features of the IPTV Service are described in clause 6 of this Service Description and the Pricing Schedule.

2. THE IPTV SERVICE

What is the IPTV Service?

- 2.1 IPTV is a Service through which digital television is delivered to you over the Internet. IPTV can deliver services such as live television, time-shifted programming, Video On Demand Content and interactive applications. The Service is accessed using a Set Top Box.

Contract Term

- 2.2 Your agreement with us (our CRA) commences when we accept your Application. The Contract Term for the Service commences when the Service is Activated or deemed to be Activated in accordance with clause 8.4.
- 2.3 Unless you withdraw your Application in accordance with clause 5.5 we will provide, and you must acquire, the Service in accordance with our CRA for at least the Contract Term specified in your Application. You may cancel the Service during the

SECTION B10: IPTV SERVICE DESCRIPTION

Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

3. ELIGIBILITY FOR THE IPTV SERVICE

Service Qualification

- 3.1 You must meet (and continue to meet for the Contract Term) a set of requirements to qualify for the Service. These requirements may change from time to time (we will notify you in accordance with clauses 1.3 to 1.8 of the General Terms). To be eligible for the Service, we check your qualification against these requirements on your Application prior to accepting your Application. The Service Qualification requirements are set out in clauses 3.2 to 3.11 below.

Modem Qualification

- 3.2 The Service requires use of an appropriate modem. In order to receive the Service you must use a compatible modem. You can purchase a compatible modem from us. Where we provide you with a compatible modem we will ensure that modem is capable and configured to support the Service.

Your Broadband Connection Qualification

- 3.3 Your Broadband Service must meet certain requirements to qualify for the IPTV Service. Qualification of your Broadband Service can only be estimated at the time of your Application and is subject to a full Serviceability Check upon activation of the broadband connection.

Equipment Connectivity Qualification

- 3.4 The distance between your modem and the Set Top Box must be less than 2 metres in order to be connected with the supplied Ethernet Cable.

Ethernet

- 3.5 If the distance is greater than 2-metres but less than 5-metres, you can purchase a 5-metre Ethernet Cable from us. The cost of a 5-metre Ethernet Cable is set out in the Pricing Schedule. You can also purchase your own Ethernet cable, but we do not accept responsibility for any effect a cable we do not supply has on the Service.

Wireless Bridge Device

- 3.6 If the distance between your modem and the Set Top Box is greater than 5 metres, you may use a Wireless Bridge Device, which can be purchased from us in your Application. You can also purchase your own Wireless Bridge Device, but we do not accept responsibility for any effect that your own Wireless Bridge Device that we do not supply has on the Service.

In order to ensure your cabling configuration is correct and meets the requirements for Service Qualification you may use, at your own discretion and cost, a professional cable installer.

SECTION B10: IPTV SERVICE DESCRIPTION

Important information about Wireless Bridge Devices

- 3.7 The use of other electrical items can cause interference with the Wireless Bridge Device link and may impact on the quality of your IPTV Service.

Television Qualification

- 3.8 The Television that you intend to use with the Service must have a spare input that is supported by the Set Top Box. The spare input must be HDMI, composite video.

Digital Free to Air Qualification

- 3.9 To qualify for the IPTV Service, your digital free to air reception must meet the required standard. If your reception is variable, you may take steps to improve the reception at your own cost by repositioning the antenna, installing an amplifier, installing new cabling or upgrading your antenna.

Expected Line Capacity

- 3.10 We will need to test the capacity and stability of your line to determine whether you qualify for the IPTV Service.

Serviceability Pre-Conditions

- 3.11 The IPTV Service is only available to you where your Premises meets these conditions:
- (a) the capacity of your Broadband Service must meet the minimum requirements to support the Service that may change from time to time;
 - (b) the line attenuation of your Broadband Service must meet the minimum requirements that may change from time to time; and
 - (c) you have the correct and working Equipment and any other required equipment that we notify you that you need (for example, Television, appropriate modem, adequate supply of electricity).

We assess these pre-conditions on your Application. We will advise you of this when we have completed the Serviceability Check.

If at any time you no longer continue to meet the Service Qualifications, we may restrict your access to, suspend or cancel the Service in accordance with clause 10.1.

Provisioning

- 3.12 Depending on the capacity of your Broadband Service and whether you are a Fetch On-Net or Off-Net customer, you will either receive your IPTV Service via Multicast or HLS technology. If your Broadband Service meets the requirements in clause 3.13 below, and all other service qualifications in this Service Description, we may provision you to receive your IPTV Service via Multicast technology. If your Broadband Service does not meet the requirements in 3.13, but does meet the requirements in clause 3.14, and all other service qualifications in this Service Description, we may provision you to receive your IPTV Service via HLS technology.

SECTION B10: IPTV SERVICE DESCRIPTION

- 3.13 In order to receive your IPTV Service via Multicast technology, your Broadband Service must:
- (a) be connected to our DSLAM network which must be connected to an exchange using dark fibre;
 - (b) be Multicast enabled;
 - (c) have a Fetch compatible modem;
 - (d) have a sync speed greater than 4.6 Mbps; and
 - (e) meet any other service qualifications that we may so impose from time to time.
- 3.14 In order to receive your IPTV Service via HLS technology, your Broadband Service must:
- (a) be HLS compatible, that is, any ADSL1, ADSL2 or Naked DSL, NBN Fibre or FTTH service;
 - (b) be capable of speeds greater than 1.5 Mbps (however, we recommend that for optimal experience, your Broadband Service is capable of greater than 3 Mbps); and
 - (c) meet any other service qualifications that we may so impose from time to time.

Customer experience of HLS technology

- 3.15 Unlike IPTV delivered via Multicast technology, HLS traffic is not prioritised over general data. This means that video quality of the IPTV Service delivered via HLS technology is affected by general bandwidth use of the Broadband Service. The video quality rate shifts automatically depending on the available bandwidth at the time of streaming. If there is not sufficient bandwidth to maintain a video stream, the stream will cease and a message will be displayed on your television screen notifying you that there is currently not enough bandwidth to maintain streaming.

4. EQUIPMENT

The Equipment

- 4.1 To use the Service you must have installed a Television, modem, broadband connection (Broadband Service), Set Top Box, Remote and associated Cabling. The Set Top Box, Remote and associated Cabling are supplied with the IPTV Service (either by purchasing them outright, if available, or by hiring them from us). The supplied Equipment does not include any modem, Television or other display screen, which must be purchased separately. Additional Ethernet Cables and Power Line Communications Devices are also sold separately and may be purchased from us. The broadband connection is supplied via the Broadband Service purchased with the IPTV Service as part of a bundle or purchased by you separately, prior to your Application for the IPTV Service.

SECTION B10: IPTV SERVICE DESCRIPTION

4.2 The highly recommended compatible modems for use with the IPTV Service are the range that we supply that can be purchased from us when applying for the IPTV Service.

4.3 We will order the Equipment, modem (if using a modem that we supply) and additional Cables (if required) for you when you have successfully qualified for the Service. We will deliver this hardware to the installation address nominated by you on your Application. We will use our reasonable endeavours to deliver the ordered hardware within 4 business days.

If any component of the Equipment is out of stock, we will withhold sending you the Equipment until all the parts of the Equipment are available and can be sent to you in a single package.

4.4 You will need to have pre-installed any hardware associated with your Broadband Service before you can receive the IPTV Service.

4.5 If you hire the supplied Equipment, the Equipment is owned by our Supplier and will operate in connection with the IPTV Service. You have no property or ownership rights in the hired Equipment and when the Service ends, you are required to return the Equipment in accordance with our directions.

4.6 You agree that from time to time, we may require access to the Equipment for any reason including, but not limited to, inspect the Equipment, install or maintain additional Equipment and to provide technical support to you.

Installation

4.7 Installation of the Equipment and any associated hardware is your responsibility. You must install the Equipment and hardware according to the instructions provided. The instruction for installation of the supplied Equipment is also available on our Website.

Activation

4.8 After installing the Equipment you will be prompted to Activate the Service by following the On-Screen instructions. You must Activate your Service before the Service will work.

4.9 Upon activation, we will perform a diagnostic test. We record the result of that diagnostic test for the purpose of providing you with technical support.

4.10 If you do not activate the Service within 25 days from the date we accept your Application, we will deem the Service to be Activated in accordance with clause 8.4 and will commence delivering, and charging you for the Service from the 26th day onward.

Permissions & Restrictions

4.11 You must be the rightful owner of the property at the address at which the Service is installed or you must have obtained approval from the rightful owner of the property of the address to install the Service. This is also a Service Qualification condition.

4.12 You or any other person you allow or authorise to use the Equipment must:

SECTION B10: IPTV SERVICE DESCRIPTION

- (a) use the Equipment properly and in accordance with the instructions provided with the Equipment, this CRA and any other reasonable instructions we provide from time to time;
- (b) maintain the Equipment in good, usable condition (fair wear and tear excepted) at all times whilst in your possession or control;
- (c) where the Equipment is hired, not tamper with, make connections to or operate the Equipment in any way that is likely to affect our Supplier's rights in the Equipment;
- (d) not connect to, use or authorise the use of any equipment or device which may split, record, re-encode or affect the Equipment or the Service or which is intended to override or interfere with any copyright protection device or process that we or our Supplier use in connection with the Equipment or the Service; and
- (e) notify us as soon as possible if the Equipment is damaged, destroyed, stolen or interfered with in any way.

Returning the Equipment

- 4.13 When this agreement ends you must return the Equipment to us (if hired) in accordance with our reasonable instructions given to you at that time. If you fail to return the hired Equipment within 21 days of receiving the instructions, or the hired Equipment is not returned in good working order, you will incur a Non-Return Fee as specified in the Pricing Schedule. Note that different timeframes apply when you withdraw your Application under clause 5.5. This clause 4.13 survives termination or expiry of the agreement.

5. TERMS APPLICABLE TO ALL IPTV SERVICES

General Terms & Conditions

- 5.1 You must be at least 18 years of age to apply for the Service. Your Application must pass a Serviceability Check by us.
- 5.2 The Service will be delivered to your nominated address and that address must be in Australia.
- 5.3 If you have more than one Set Top Box at your address you must have an Active Subscription for each Set Top Box to enable delivery of the Service to each Set Top Box.

Licence to use

- 5.4 Your use of any Software provided by us is subject to the terms and conditions of any end user licenses or other agreements which are required by the owners of the Software and that we have brought to your attention at the time of your Application or via the Service.

Withdrawing an Application

- 5.5 You can withdraw your Application for the Service by making a request to us within 21 days after your original Application for the Service, unless you have already

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Activated the Service, in which case your request to withdraw will be deemed a request to cancel the Service and we reserve the right to impose a Break Fee.

If you request to withdraw your Application within 21 days after your Application, and that request is accepted by us, you must return any hired Equipment to us within 21 days from your request. If you fail to return the hired Equipment, or the hired Equipment is not returned in good working order, you will incur a Non Return Fee as set out in the Pricing Schedule. You may elect to return any Equipment or hardware you purchased from us and receive a refund. However, if you fail to return the purchased Equipment or hardware to us within 21 days from your request to withdraw your Application, or the Equipment or hardware is not returned in good working order, you will be deemed to have elected to keep the Equipment or hardware and no refund will be applicable.

Recording

- 5.6 Some interactive material of the Service may not be recordable.
- 5.7 The recording feature may only be used to watch programs at your nominated address at a later time.
- 5.8 Programs you have recorded to your Equipment may be erased and irretrievable without limitation in circumstances such as:
 - (a) extreme weather conditions;
 - (b) power surges; and
 - (c) by us in accordance with clause 5.9.
- 5.9 We, and our Supplier may erase programs you have recorded to your Equipment for any reason including:
 - (a) if we are required to do so by the Content Supplier;
 - (b) if we need to Reformat your Equipment; or
 - (c) if we become aware that you are using the Service or the Equipment in breach of this Agreement.

We, and our Suppliers, will not be liable to you for any programs or Personal Content erased or irretrievable from your Equipment howsoever caused.

- 5.10 We may download Content and Features to your Equipment from time to time. This may reduce the available space available to you for downloading and/or recording Personal Content. We will notify you at the time of the nature and effect of these events.

Electronic Program Guide

- 5.11 All Content listed in the Electronic Program Guide is the property of us or the Content Supplier.
- 5.12 You must not use the Electronic Program Guide or any part of it for any reason other than for use with the Service. You must not sell, lease, sub-licence, lend, upload, download, communicate or distribute it or any part of it to any other person.

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- 5.13 We do not guarantee you the accuracy of any Content, including the Electronic Program Guide. We reserve the right to make changes to the Electronic Program Guide at any time without notice to you, but we will use reasonable endeavours to provide you with as much notice as practicable.

Video On Demand & Pay Per View

- 5.14 Video on Demand and Pay Per View Content can be purchased On-Screen via the Electronic Program Guide.
- 5.15 You will be advised of the cost of Video On Demand & Pay Per View Content at the time of purchase. Once you confirm the purchase you cannot cancel the purchase. However, if Content is cancelled by us or the Content Supplier prior to broadcast you will not be charged for that purchase.
- 5.16 You will be advised On-Screen when the Video On Demand Content is available for viewing.
- 5.17 Video On Demand Content must be viewed within the period of time described On Screen during the purchase. After that period of time the Content expires and is no longer available to be viewed by you unless you re-purchase it. Some Video On Demand Content may be viewed multiple times but this is at the discretion of the particular Content Supplier and not within our control or our responsibility. You will be notified On-Screen at the time of purchase if this option is available.
- 5.18 We may restrict the ability to record some Video on Demand and Pay Per View programs. You will be notified On-Screen when purchasing the program if this restriction applies. If a restriction does not apply, you will be notified On-Screen of the specified time when recorded programs will be deleted by the Content Supplier.
- 5.19 Video On Demand Content is downloaded, and stored on your Set Top Box. This reduces the space available on the Set Top Box for your use. If you have insufficient capacity on the Set Top Box for any Content, you will be notified On-Screen.
- 5.20 Video On Demand Content delivered across a network other than our DSLAM network will not be available for viewing by you until it is completely downloaded to your Set Top Box.

Standard and High Definition Viewing

- 5.21 The ability to view Channels in standard or High Definition depends on a variety of factors including:
- (a) the technical capability of your Television;
 - (b) the capacity of your broadband connection; and
 - (c) the Service Options selected by you.

Interactive Services

- 5.22 The IPTV Service features additional interactive Services that may change from time to time. Interactive Services may be owned by third party providers and as such are subject to the terms of use of the specific interactive Service provider, in addition to the terms set out in this IPTV Service Description. Neither we, nor Fetch TV are

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responsible for the content made generally available by third parties on the Internet and which may be accessed by you through your use of the interactive Services.

Digital Free to air channels

- 5.23 To receive all digital free to air Channels your nominated address must be able to receive a digital signal that can be checked at www.freeview.com.au or www.digitalready.gov.au.
- 5.24 Free to air Channels received through the Set Top Box do not form part of the Service and neither we, nor Fetch TV are responsible for the content or reception quality of free to air Channels received.

A-la-carte channels

- 5.25 The iiNet TV with Fetch has access to additional channels for an additional fee as set out in the Pricing Schedule. A-la-carte channels are purchased in 1 month minimum blocks.

Parental Controls

- 5.26 You are responsible for supervising use of the Service to ensure that inappropriate Content is not accessed by minors (under the age of 18 years). Such supervision may include use of parental controls available through the Service. We are not responsible for any inappropriate Content that may be viewed by a minor except to the extent that the viewing results directly from our own negligent act or omission. You acknowledge and agree that Fetch TV also is not responsible for any inappropriate Content that may be viewed by a minor except to the extent that the viewing results directly from Fetch TV's own negligent act or omission.
- 5.27 Some programs require you to enter a Personal Identification Number to access them. Please refer to the On-Screen instructions on how to setup and change your Personal Identification Number as the instructions may change from time to time.
- 5.28 It is your responsibility to keep your Personal Identification Number confidential. We do not accept any liability for the unauthorised use of your Personal Identification Number.

Other information about the IPTV Service

- 5.29 Unless you are notified otherwise, all IPTV Content (excluding free to air) is in our Freezone. This means the data downloaded is not counted towards your monthly download allowance (it is unmetered). If a component of the Service (for example, an interactive application) is metered, you will be notified on our Website and, where practicable, On-Screen.

6. IINET TV WITH FETCH SPECIFIC DETAILS

- 6.1 The iiNet TV with Fetch Service features:
- (a) Three Digital Free To Air Tuners
 - (b) Personal Video Recorder
 - (c) Electronic Program Guide

SECTION B10: IPTV SERVICE DESCRIPTION

- (d) Video On Demand
- (e) Interactive Services (a selection of web applications).

Plus these optional Add On Packs for additional interactive applications and linear streaming IPTV channels:

- (f) World TV Pack (On-Net customers only);
- (g) Entertainment Plus Pack;
- (h) Sports Pack (only available with Entertainment Plus Pack);
- (i) Ovation Pack (only available with Entertainment Plus Pack); and

Service Eligibility

- 6.2 The iiNet TV with Fetch generally requires your Broadband Service connection to be greater than 1.5 Mbit/second.

7. INTERRUPTIONS, FAULTS AND EXCHANGES

Interruptions to the Service

- 7.1 The IPTV Service is delivered over a Broadband Service and is wholly dependent on that Broadband Service. If your Broadband Service is not working correctly the IPTV Service will not work.
- 7.2 The IPTV Service quality may be affected in severe weather conditions including heavy rain, floods, electrical storms, and extreme heat.
- 7.3 If you experience any repeat or prolonged Interruptions to the IPTV Service please contact our Customer Service Centre on 13 22 58. You may be entitled to a rebate or refund for the period of Interruption in accordance with clauses 14.4 to 14.8 of the General Terms of our CRA. For the purposes of calculating a reimbursable Interruption, please refer to the Annexure to this Service Description. For the avoidance of doubt, no rebate or refund will be given where it is determined that the Interruption is attributable directly or indirectly to a fault with your particular Set Top Box (if this occurs, you may be eligible to exchange the Set Top Box).
- 7.4 You acknowledge and agree that all exclusions and limitations of liability in this IPTV Service Description and our CRA extend to and apply, where applicable, for the benefit of Fetch TV (in addition to us). However, if any extension and application of any of those exclusions and limitations of liability to Fetch TV contravenes any law, regulation or code of conduct, then the benefit of the affected exclusion or limitation of liability only extends to and applies for our benefit.

Faulty Equipment

- 7.5 Your Set Top Box or Remote may be considered faulty if it is not operating as expected, including if the Set Top Box does not start up, does not record, you are unable to use 3 free to air Channels simultaneously, or either the Set Top Box or the Remote is physically damaged (other than mere cosmetic damage). We will determine if the Set Top Box or Remote is faulty.

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Exchange of faulty Equipment

- 7.6 If your Set Top Box or Remote is determined by us to be faulty, in accordance with clause 7.5 we will exchange the faulty Set Top Box or Remote with a replacement that may either be new or refurbished.
- 7.7 The exchanged Set Top Box or Remote must be installed and activated and the faulty Set Top Box or Remote returned (according to our instructions) within 10 days of you receiving the exchange Set Top Box. If the original Set Top Box or Remote has not been returned within 10 days after the exchange Set Top Box or Remote has been received by you, the exchange Set Top Box will be de-activated until the original Set Top Box or Remote has been returned. If the faulty Set Top Box or Remote is not returned within 30 days you will incur a Non Return Exchange Fee as set out in the Pricing Schedule.
- 7.8 Each faulty Set Top Box or Remote will be tested. If no fault is found or we determine that the fault was attributed directly or indirectly by:
- (a) negligent or reckless installation or use of the Set Top Box or Remote (by any person other than us or Fetch TV);
 - (b) deliberate misuse of the Set Top Box or Remote (by any person other than us or Fetch TV);
 - (c) physical damage to the Set Top Box or Remote following delivery to you;
 - (d) a person (other than us or Fetch TV) tampering with the Set Top Box or Remote (e.g. opening the Set Top Box case);
 - (e) a person (other than us or Fetch TV) attempting to repair the Set Top Box or Remote; or
 - (f) a use otherwise than in accordance with this Agreement,
- you will incur a Replacement Fee or Remote Replacement Fee as set out in the Pricing Schedule.

8. SERVICE CHARGES AND BILLING

Service Charges

- 8.1 You must pay the charges for the Service set out in the Pricing Schedule, any other charges set out in your Application, and any fees that may arise under this CRA in accordance with the Pricing Schedule or the General Terms.

The charges for the Service will depend on the Service Features and characteristics selected by you in your Application.

Billing

- 8.2 We will bill you, and you must pay for the charges and fees for the Service in accordance with the billing period set out in the Pricing Schedule.

Your bill will be electronically mailed to the email address you provide us from time to time via your Application, or updated via the member's section of our Website.

SECTION B10: IPTV SERVICE DESCRIPTION

Printed-paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

Variations to the charges and fees

- 8.3 We may vary the charges and fees payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

Commencement of the charges

- 8.4 Service charges will accrue:
- (a) from the date the Service is Activated, where you have received the Equipment from us (unless subclause (d) applies);
 - (b) from the date the Service is Activated, where you supply the Equipment yourself (unless subclause (e) applies);
 - (c) after 25 days from the date we accept your Application, if you have not received the Equipment by this date but we have made at least one delivery attempt to provide you with the Equipment (the Service will be deemed to be Activated on this date);
 - (d) after 25 days from the date we accept your Application, if you have received the Equipment from us by this date but have not activated the Service (the Service will be deemed to be Activated on this date); or
 - (e) after 25 days from the date we accept your Application, where you supply the Equipment yourself but have not activated the Service (the Service will be deemed to be Activated on this date).

Payment

- 8.5 You must pay the charges and any other applicable fees for the Service:
- (a) by an automatic debit payment from your credit card or nominated bank account; or
 - (b) by an acceptable method as described on your invoice.
- 8.6 If you provide us with your credit card or bank account details for the purposes of paying for the Service, we may:
- (a) charge all Service charges to your credit card or bank account on a monthly basis from the applicable date referred to in clause 8.4;
 - (b) disclose your credit card or bank account details to, and obtain information from, any credit reporting agency or credit card or bank account issuer to verify the credit card or bank account details and perform a credit assessment;
 - (c) take steps to verify that there are sufficient funds available on your credit card or bank account to pay for invoiced charges and fees;
 - (d) charge any Break Fee payable by you to your credit card or bank account immediately when we receive notice of cancellation of the Service; and

SECTION B10: IPTV SERVICE DESCRIPTION

- (e) charge any other applicable fees payable by you to your credit card or bank account immediately upon them becoming payable.
- 8.7 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).
- 8.8 Subject to your right to later claim a rebate of your charges in certain circumstances pursuant to clause 7.3, you must continue to pay the charges for the Service even if:
 - (a) any of the Equipment or associated hardware is not working;
 - (b) you cease using the Service for any reason in circumstances where the Service is available for use; or
 - (c) the Service is unavailable or has limited availability, for an insignificant period due to a network or system outage.

9. PRIVACY & USE OF YOUR PERSONAL INFORMATION

Privacy Policy

- 9.1 You acknowledge and agree that:
 - (a) We may collect, use and disclose your personal information:
 - (A) in accordance with clause 10 of the General Terms of our CRA and our Privacy Policy, a copy of which is available on our Website;
 - (B) for the purpose of complying with laws and applicable codes of practice, including by disclosing your personal information to regulatory authorities for that purpose;
 - (C) for the purpose of providing you with services ancillary to the Service, such as delivery of the Equipment, installation assistance and billing or technical support;
 - (D) for the purpose of notifying you On-Screen of any technical or billing management issues, including where a component of the Service is metered; and
 - (E) by transferring the personal information to Fetch TV on a case by case basis so that it may use the information for one of the purposes listed at subclauses (B) to (D), where applicable,
 - (b) Fetch TV may collect, use and disclose your personal information in accordance with the Fetch TV Privacy Policy which you may view On-Screen via the settings menu; and
 - (c) We are not responsible for any unauthorised use of your personal information by a third party, including Fetch TV, where you have disclosed that information yourself to the third party, including via your use of the Service (for example, providing your credit card details to obtain goods through the Service). We recommend that you make yourself aware of the third party's processes for handling personal information (by reading their

SECTION B10: IPTV SERVICE DESCRIPTION

Privacy Policy if they have one), prior to disclosing your personal information.

Viewing Habits Data

9.2 You acknowledge and agree that:

- (a) Fetch TV may collect information from your Set Top Box about your viewing habits such as information that relates to advertising, programming, or other services that are viewed, used or accessed via the Service; and
- (b) Fetch TV may aggregate and disclose Viewing Habits Data to us or other third parties (including for example, businesses that want to advertise via the Service) but this will not include information that identifies you personally to them.

10. SUSPENSION, CANCELLATION AND VARIATIONS TO THE SERVICE

Suspension or Cancellation by us

10.1 We may restrict access to, suspend or cancel the Service:

- (a) in accordance with Clause 12 of the General Terms of our CRA;
- (b) if you fail to meet the Service Qualifications at any time during the Contract Term. If this is directly or indirectly attributed to you it will be treated as an event of suspension or cancellation in accordance with clauses 12.3 and 12.6 of the General Terms; or
- (c) if we terminate an agreement with a wholesale Supplier of the Service. In this circumstance the suspension or cancellation will be treated as an event of suspension or cancellation in accordance with clauses 12.4(b) and 12.6 of the General Terms.

10.2 If we suspend, or cancel your Broadband Service your IPTV Service will not operate.

Suspension or Cancellation by you

10.3 You may cancel the Service at any time:

- (a) in accordance with Clause 12 of the General Terms of our CRA; or
- (b) by providing us with 1 month (28 days) notice in writing.

However, if you cancel the Service before the end of the Contract Term you may be required to pay a Break Fee as set out in the Pricing Schedule.

10.4 If you cancel your Broadband Service your IPTV Service will be automatically cancelled by you.

10.5 You cannot suspend the IPTV Service.

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Variations to the Service

- 10.6 We or our Content Suppliers may vary the IPTV Service from time to time including by changing or withdrawing any channel, channel line-up, feature or functionality of the Service. Any variation of the IPTV Service will be undertaken in accordance with clauses 10.7(b) to 10.11 below.
- 10.7 If we make any change to the IPTV Service and such a change has more than a minor detrimental impact on you, you may cancel the IPTV Service by giving notice to us within 42 days after the date we give you notice under clause 10.8. You will not incur any Break Fee or other charges, except for:
- (a) usage based charges or other variable charges incurred up to the date of cancellation; and
 - (b) installation fees and costs of equipment and hardware you purchased that you have not paid for (as long as the equipment can be used in connection with services supplied by another provider). The charge for costs of equipment and hardware you purchased that you have not paid for shall be as a lump sum and payable by the due date.
- 10.8 Where reasonably practicable, we will provide you with at least 30 days' notice in relation to reductions in the channel line-up of a Service Option or withdrawal of other features or functionality of the Service. We will notify you by one or more of the following methods:
- (a) via the Electronic Program Guide on the Service;
 - (b) mail to the last address you have given us;
 - (c) email to the last address you have given us and provided you have agreed for us to advise you of changes by email;
 - (d) a message of your next bill.
- We will also provide notice of the change on our Website.
- 10.9 You acknowledge and agree that our obligation to give you notice under clause 10.8 and afford you a right to cancel the IPTV Service in accordance with clause 10.7(b) will not apply in relation to urgent changes we are required to make:
- (a) by law;
 - (b) for security reasons; or
 - (c) for technical reasons necessary to protect the integrity of our network.
- 10.10 If we reasonably consider that a change to the IPTV Service is likely to benefit you or have a minor or neutral impact on you (for example, because we reduce the price of your Service Option), we can make the change immediately and do not need to tell you before making the change. However we will notify you within a reasonable time after making the change by one of the methods of giving notice listed in clause 10.8.

SECTION B10: IPTV SERVICE DESCRIPTION

- 10.11 If a change to the IPTV Service made under clause 10.10 has more than a minor detrimental impact on you (for example, because of your particular circumstances or pattern of usage of the Service), please contact us. We may permit you to cancel the IPTV Service in accordance with clause 10.7(b).

Relocating the service

- 10.12 If you wish to relocate the Service, you must give us 30 days prior notice by calling our customer support, but in any event you must let us know prior to moving or we may treat the move as notice to cancel the Service.
- 10.13 We cannot guarantee that the Service or a particular Service Option will be available at your new address. Your request for relocation is subject to a Serviceability Check and connection costs. If the Service is not available at your new address, your request for relocation will be taken as a notice to cancel the Service. If a Service Option is available at your new address and you decide not to take the available Service Option, your decision will be taken as a notice to cancel the Service.
- 10.14 If your Service can be relocated, within the Contract Term, then the Contract Term will continue at the new address and no Break Fee will apply. However, a Downgrade Fee may apply where you are not able to receive the same Service Option at the new address (which will be notified to you upon the Serviceability Check).

11. CUSTOMER SUPPORT

- 11.1 We provide you with customer support services 24 hours per day, 7 days per week for your convenience by calling or emailing us. Our contact details are listed at the top of this Service Description.
- 11.2 Our customer support team can assist you with all IPTV related questions regarding modems, Power Line Communication Devices, Wireless Bridges, the Set Top Box, Service Features, Content and Network issues.

12. USE OF THE IPTV SERVICE

Acceptable use

- 12.1 The Service is for private use only at your nominated and approved address.
- 12.2 You must ensure the Service is used in accordance with this CRA and the Copyright Policy, which can be found On-Screen via the “settings” menu.
- 12.3 You must not misuse the Service (**Unacceptable Use**). Examples of Unacceptable Use may include but are not limited to:
- (a) using the Service for commercial purposes including:
 - (A) reselling of the Equipment or the Service;
 - (B) charging for the use of the Service;
 - (b) displaying the Service in a public viewing area outside of your nominated and approved address;

SECTION B10: IPTV SERVICE DESCRIPTION

- (c) using any device, software or other mechanism to enable delivery of the Service to more than one Set Top Box from a single subscription; or
- (d) using the Service in any way which may breach the law or any term of our CRA.

13. CODE OF PRACTICE

- 13.1 The IPTV Service is regulated by the Australian Subscription Television and Radio Association's Codes of Practice for subscription television. A copy of the code can be obtained at www.astra.org.au or by contacting our customer support.

SECTION B10: IPTV SERVICE DESCRIPTION

14. ANNEXURE TO IPTV SERVICE DESCRIPTION

Availability Target and Your Remedy

Please refer to clause 7.3 of the IPTV Service Description.

Table 1: IPTV Availability Target and Your Remedy

Availability Target	Your Remedy
Service availability must meet or exceed 99.0% (as calculated in Table 2) over 1 month period (28 days) at any time	If the Service availability does not meet the availability target, you will be entitled to a rebate of Service charges for the period of low Service availability

Table 2: Availability Formula

Availability Definition

- Service availability is defined in accordance with the following table where:
 - three applications are equivalent to one linear channel for the purposes of calculating "total content";
 - references to "Set Top Box not operating" are references to the set top box being capable of receiving channels as part of the service; and
 - the "Hours" and "Days" columns refer to cumulative unavailability in the applicable period.

		Maximum hours and days per month the Service may be unavailable without triggering the remedy in Table 1	
Cumulative Service availability per month	Categories of Service Unavailability	Hours	Days
99.0% availability*	1 – Service unusable : Set Top Box not operating, or a loss of greater than 40% of the total content	7.2	0.3
	2 – Major fault : Set Top Box still operating but a loss of greater than 20% of the total content but less than 40%	14.4	0.6
	3 – Minor fault : Set Top Box still operating but a loss of less than 20% of total content	28.8	1.2

SECTION B10: IPTV SERVICE DESCRIPTION

*Lack of availability due to acts or omissions of end user or individual faulty set top box are not included in this calculation

15. DEFINITIONS

Activate or **Activated** means the date the Service is activated or deemed activated and charges start.

Active Subscription means an IPTV service that is being provided to you by us

Broadband Service means a high speed internet connection provided by us

Cables or **Cabling** means the device(s) used to connect the Equipment

Channel(s) means either a free to air Channel or a linear streaming channel

Content means all content, including audio, video, pictures, graphics, text, data and any other information (other than content made available generally by third parties via the Internet) which is delivered to you through the Service

Content Supplier means us, the owner of Content, or Fetch TV

Copyright Policy means Fetch TV's copyright policy that is found On-Screen

Equipment is the collective meaning for the Set Top Box, the Remote and the supplied Cables

Ethernet Cable means a twisted pair high signal integrity cable

Features means any of the features described in clauses 6 & 7

Fetch TV means our wholesale Supplier of IPTV – FetchTV Pty Ltd [ABN 36 130 669 500]

High Definition means Content provided in a high-resolution format

On-Screen means an instruction, prompt or message to you, delivered on the screen of your Television via the Set Top Box

Off-Net means a Service that is delivered across a network other than our DSLAM network

On-Net means a Service that is delivered across our DSLAM network

Permitted Third Parties means the directors, officers and staff and legal and accounting advisors of a company

Personal Content means Content stored by you on the Set Top Box. Usually a recorded program, a configuration or other information

Personal Information means the details about you that may identify you personally

Personal Identification Number means a sequence of numbers selected by you, that is required to access some features of the Service

SECTION B10: IPTV SERVICE DESCRIPTION

Privacy Policy means a privacy statement formulated in accordance with the *Privacy Act 1988* (Cth)

Reformat means to restore a device to a predetermined configuration

Remote means the piece of Equipment used to control the Set Top Box

Serviceability Check means an assessment of various factors made by us as to whether the Service can be provided to you

Service Option means the service options described in clause 1.2

Service Qualification means the minimum set of conditions to be eligible for the Service.

Service Description means this IPTV Service Description

Set Top Box means the main component of the Equipment via which the Service is delivered

Television means a television that meets the requirements of clause 3.8

Video On Demand means Content purchased via the Service that is downloaded to the Set Top Box for viewing by you

Viewing Habits Data means information collected by us or Fetch TV about your use of the Service for the purpose of aggregation and disclosure to third parties such as businesses that want to advertise via the Service, but does not include your contact details

SECTION B11: MOBILE VOICE SERVICE DESCRIPTION

Customer Relationship Agreement

SECTION B11: MOBILE VOICE SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this service description are defined either in the general terms of our CRA or in clause 11 of this service description.

1. About the Mobile Voice service description

Our Customer Relationship Agreement

1.1 This is the Mobile Voice Service description of our CRA under which we supply our Mobile Voice Service ("The Service") to you.

1.2 The general terms set out in section A of our CRA also apply.

Service options

1.3 The Service comprises of the following residential Mobile Plans:

(a) \$15 mobile plan, \$30 mobile plan, the \$45 mobile plan, and the \$60 mobile plan.

1.4 The Service comprises of the following business Mobile Plans:

(a) \$14.95 business mobile plan, \$29 business mobile plan, the \$49 business mobile plan, and the \$69 business mobile plan.

1.5 The features of the Mobile Plans are set out in clause 4 and section D the Pricing Schedule.

What is the Mobile Voice Service?

1.6 The Mobile Voice Service enables you to select us as your provider for the provision of:

(a) national (std), fixed to mobile, and international calls; and

(b) our other products and services from time to time.

1.7 Calls made using The Service can terminate to:

(a) Australian national geographic numbers (by dialling the national area code relating to the call number and the called number), but excluding calls to numbers in the same local call charging zone or dialling areas;

(b) mobile numbers (by dialling the mobile number which begins with the prefix 04); and

(c) most international long distance numbers (by dialling 0011 + the relevant country access code + the relevant area code (if applicable) + the called number).

SECTION B11: MOBILE VOICE SERVICE DESCRIPTION

Eligibility

- 1.8 The Service is available to existing iiNet customers with a residential or business Access Service. The service cannot be purchased as a stand-alone product.
- 1.9 To apply for a Mobile Voice Service business Mobile Plan you must have a valid ABN that must be disclosed in your application. An Access Service is classified as any of the following services:
- xDSL
 - Dialup
 - NBN Fibre
 - NBN Wireless
 - NBN Satellite
 - FTTH
 - Mobile Broadband
 - Westnet Satellite

2. Mobile Plan Specifics

- 2.1 The Service is a post-paid offering available to existing iiNet customers with a residential or business Access service. The Service does not include any equipment other than a SIM that is charged at a cost described in the Pricing Schedule.

- 2.2 Each Mobile Plan features a value of included calls. This included value is only for the following call types:

Home (Voice) – National

Calls from an iiNet Mobile Voice service to another iiNet Mobile Voice service -

\$15 or \$30 Plan

Home (Voice) – Voicemail

Video Call – National

SMS – National and International - \$15 Plan

MMS – National and International - \$15, \$30, and \$45 Plan

Data – National roaming

Calls to 1300/13/1800 numbers

Surepage

All International, GPRS and premium calls are NOT included in the included value.

SECTION B11: MOBILE VOICE SERVICE DESCRIPTION

Data

- 2.3 Data usage is not split into on/off peak periods and both uploads and download traffic is counted towards the Mobile Plan allowance. The data charge rate is the same at all times.
- 2.4 Data usage in excess of the plan allowance is charged at the rate described in the Pricing Schedule. Any unused included data does not rollover to the subsequent period for your use.

Usage monitoring

- 2.5 It is your responsibility to monitor your call and data usage. Real time call and data monitoring is not currently available. There will usually be a delay of up to 48 hours (or in some instances longer) in usage information for this Service.

International roaming rates

- 2.6 All international calls and SMS/MMS rates are charged per the current international rates that can be found on our website <http://www.iinet.net.au/phone/mobile-plans/international-roaming/>
- 2.7 Roaming rates are subject to change without notice, due to fluctuations in international currency exchange rates and changes to charges imposed by overseas networks.
- 2.8 iiNet makes no guarantee regarding the quality and availability of coverage or any services (e.g. SMS, GPRS) when you are roaming.
- 2.9 All roaming charges are excluded from your plan's included value and are charged on top of this value.
- 2.10 Charges apply for both making and receiving calls when roaming overseas.
- 2.11 Roaming charges may be delayed for up to 90 days on your invoice.
- 2.12 To enable the International Roaming feature, your verbal acceptance of the terms is required. If you chose to have the International roaming feature enabled on your mobile voice service you must accept an automated recording by contacting iiNet's customer support centre.

3. Equipment

- 3.1 The Business Mobile Voice Service provides the option to purchase mobile handset hardware on:
- (a) a repayment plan, where the outright cost is equally split over the 24 month contract period; or
 - (b) outright purchase of the handset cost in full.
- 3.2 A repayment plan is only available if a Business Mobile Voice Service exists on an account which does not already have a bundled repayment plan, or when selecting a Business Mobile Voice Service during signup.

SECTION B11: MOBILE VOICE SERVICE DESCRIPTION

- 3.3 If you close or churn a Business Mobile Voice Service bundled with a repayment plan, the remaining amount owing on the repayment plan will be invoiced to your account, and charged during your next billing cycle.
- 3.4 According to your selections in your application, we will supply you with a SIM or micro SIM, for use with The Service.

4. Product Features

iiNet's partnership with Optus provides additional service features to you. These features are available to you as part of the iiNet Mobile Voice Service so long as Optus make them available to Us:

Voice Features	Residential Plans	Business Plans	Activation	Access via Toolbox
124 YES	Yes	Yes	N/A	No
ZOO Voice 966	Yes	Yes	N/A	No
ZOO Call Casting 955	Yes	Yes	N/A	No
Caller Line Identification (CLI)	Yes	Yes	Yes	Yes
Call Diversions	Yes	Yes	Yes	Yes
Call Barring	Yes	Yes	Yes	Yes
Call Hold/Wait	Yes	Yes	Yes	Yes
International Roaming	Yes	Yes	No	No
Voicemail	Yes	Yes	Yes	Yes
Voicemail Call Recall	Yes	Yes	N/A	No
Voicemail Call Return	Yes	Yes	N/A	No
Group Voicemail	Yes	Yes	N/A	No
Fly Mailbox	Yes	Yes	Yes*	No
Missed Call Service	Yes	Yes	N/A	No
Surepage	No	No	No	Yes
Messaging Features				
Short Messaging Service (SMS)	Yes	Yes	Yes	No
Premium SMS (PSMS)	Yes	Yes	Yes	Yes
Multimedia Messaging Services (MMS)	Yes	Yes	Yes	Yes
SMS Chat	No	No	No	No
SMS to Inbound Services	Yes	Yes	Yes	No
Data Features				

SECTION B11: MOBILE VOICE SERVICE DESCRIPTION

WAP	Yes	Yes	Yes	No
Data (2G, 3G, 4G)	Yes	Yes	Yes	No

5. Mobile Number Portability

Selection and assignment of phone numbers

- 5.1 All mobile phone numbers are selected, issued and used in accordance with the telecommunications numbering plan and any numbering instruments issued pursuant to the Telecommunications Act. In order to comply with these requirements or with the requirements of any regulatory authority which administers phone numbers, we may be required to vary, withdraw, suspend or reassign a phone number assigned to your access line. We will give you as much prior notice as is reasonably practicable.
- 5.2 We are responsible for selecting and assigning the mobile phone number for a service unless you port your phone number to us from your previous supplier.

Porting your phone number

- 5.3 If you are a customer who is connected to a network other than ours and you wish to acquire the service, you may be able to retain your existing telephone number, subject to availability and technical and commercial considerations.
- 5.4 The porting of your mobile phone number will be conducted in accordance with the relevant Communications Alliance codes. You may Port your mobile phone number if it is declared portable in accordance with the porting requirements administered by the relevant regulatory authority and no exemption from such obligations has been granted. If you have ported your mobile phone number from another service provider and the service is subsequently terminated under our CRA or you terminate the service without reconnecting to another service provider, you will no longer have the right to use that mobile phone number. Similarly, if you Port your mobile phone number from us to another service provider and are then disconnected you will no longer have the right to use the mobile phone number.
- 5.5 In order to Port your mobile phone number to us, you must make a request in your application form. You warrant to us that all information supplied by you in your application is complete and correct. You indemnify us against (and pay us for) any loss, liability, claim, damage, costs, expenses and charges reasonably incurred by us as a result of, or in connection with, the porting of any number to us which you authorise us to Port but which number has not been validly assigned or allocated to you, or otherwise in connection with any incorrect or incomplete information supplied by you.
- 5.6 Your previous telephone provider may charge you for porting and there may be other costs and obligations such as early termination fees payable to your previous telephone provider. You indemnify us against all such fees and charges.
- 5.7 During the process of porting the phone number from another supplier's network to us there may be a brief period when the service is interrupted.

SECTION B11: MOBILE VOICE SERVICE DESCRIPTION

No liability for phone numbers

- 5.8 We are not liable to you for any expense or loss incurred by you due to:
- (a) Any variation, withdrawal, suspension or reassignment of a number; or
 - (b) You ceasing to have the right to use a number.

6. Directory Listing

- 6.1 You may choose to have a directory listing of the telephone number associated with your mobile voice service. The telephone number associated with your mobile voice service will not be listed unless you request us to do so. You may choose either:
- (a) a full listing (name and full address); or
 - (b) a suppressed address listing (name and suburb only).

If you choose to have the telephone number associated with your mobile voice service listed in a telephone directory and you subsequently wish the telephone number associated with your mobile voice service not to be listed in the telephone directory you may request, via such means and subject to such conditions as may be specified by us, that the telephone number associated with your mobile voice service not be listed in future editions of the directory.

7. Charges and Billing

Charges

- 7.1 You must pay the charges for the service set out in the Pricing Schedule and any other charges set out in your application in accordance with the General Terms and any applicable provisions in the Pricing Schedule

Part period (pro-rata) charges

- 7.2 When the Service is activated you will be charged a pro-rata fee of the monthly amount on the plan selected by you from the activation date until the last day of the first calendar month of the Service.

By the same methodology, your monthly plan call value and data allowance is also calculated at a pro-rata amount from the activation date.

For example:

If you active a service on a \$15 plan that includes \$200 in call value plus 200 Megabytes of data, on the 10th of January 2011:

the first period that you will be charged will be from 10th January 2011 to 31st January 2011. Thereafter you will be charged each month; and

for the period 10th January 2011 to 31st January 2011 you will receive 21 days of pro-rata value of calls at \$200 per month; and

for the period 10th January 2011 to 31st January 2011 you will receive 21 days of pro-rata value of data at 200 Megabytes per month.

SECTION B11: MOBILE VOICE SERVICE DESCRIPTION

- 7.3 When you change from one plan to another, two pro-rata charges are raised:
- (a) a charge for the amount for your old plan to the date of the plan change request; and
 - (b) a charge for your new plan from the date of the plan change request to the end of the current calendar month.

Variation of charges

- 7.4 We may vary the call charges and any other charges set out in the Pricing Schedule from time to time. We will give you not less than 30 days prior notice of such variations by one of the methods of giving notice listed in the General Terms.
- 7.5 If the variation has more than a minor detrimental impact on you, you may cancel the service in accordance with the General Terms.

Bills

- 7.6 We will endeavour to bill you on the same day each month commencing from the Service Commencement date in accordance with the Mobile Plan selected by you.
- 7.7 Your bill will be electronically mailed to the email address you provide us from time to time. Printed paper invoices requested by you will incur a monthly fee per invoice as set out in the Pricing Schedule. An itemised bill is available online through our customer account management (toolbox) website using the call tracker and is available 24 hours, 7 days a week.
- 7.8 You agree that your bill will contain only a summary of your total call charges, provided that we will make available itemised call details in accordance with clause 7.7. You will need to use your username and password from your current Internet account to access this information.

Payment

- 7.9 You must pay the charges for the service by direct debit payment from your credit card or nominated bank account.
- 7.10 If you choose to provide us with your credit card details for the purposes of paying for the service, we may:
- (a) Charge all fees to your credit card on a monthly basis from the Service Commencement date;
 - (b) Disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and/or
 - (c) Take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- 7.11 If a direct debit from your bank account or from your credit card is declined for any reason we may impose a decline fee (as set out in the Pricing Schedule).

SECTION B11: MOBILE VOICE SERVICE DESCRIPTION

Timed call charges

- 7.12 You must pay for all timed calls made using the service calculated from the time of initiation of the call to successful termination of the call. In this regard, you are responsible for ensuring that all calls made by you or another person (whether with or without your consent) using the service are successfully terminated, meaning that the call is completed and successfully disengaged.

Credit Management

- 7.13 We will send you an email to your preferred email address and an SMS to you when your unbilled spend approaches your included value for both voice calls and data usage.
- 7.14 We will send you an email to your preferred email address and an SMS to you when your unbilled spend exceeds your included value for both voice calls and data usage.
- 7.15 When your unbilled spend exceeds your included value, we will restrict the Service to emergency calls and calls to iiNet support in an attempt to prevent an unexpected high invoice. The restriction can be removed by contacting iiNet's customer support centre.

8. Mobile Premium Services

What are mobile premium services?

- 8.1 Mobile premium services are services provided by third parties. The service is content such as news and games delivered to your mobile handset. The service may be requested by a phone call, an SMS, or a request on the Internet to the provider. These services are called a 'premium' service because the service is charged at a premium call rate. The third party pass the charge to us and we in turn pass the charge onto you.

Mobile premium service subscriptions

- 8.2 Mobile premium services are often subscription services. This means you will receive the service, and be charged for receiving the service regularly – usually monthly.

You should carefully read the terms and conditions of any mobile premium service before you purchase the service to understand whether the service is a once off or subscription service.

Barring Mobile Premium Services

- 8.3 By default, access to mobile premium services from the iiNet mobile voice service is barred. To change your access to mobile premium services you can do so via the toolbox. Alternatively you can call us and we will change your access to the mobile premium services.

Examples of Mobile Premium Services

- 8.4 Mobile premium services can be in the form of SMS or voice services.

SECTION B11: MOBILE VOICE SERVICE DESCRIPTION

8.5 Premium SMS services include but are not limited to:

- (a) Ringtones;
- (b) Games;
- (c) Wallpapers;
- (d) Text and win competitions;
- (e) Text and win trivia;
- (f) SMS voting;
- (g) SMS jokes & horoscopes;
- (h) SMS weather alerts

8.6 Premium voice services include but are not limited to:

- (a) Psychic lines;
- (b) Voting lines;
- (c) Dating and chat lines;
- (d) Exam results lines.

More information about mobile premium services

8.7 The communications alliance produce an industry code for mobile premium services which can be found at:

8.8 <http://www.commsalliance.com.au/Documents/all/codes/c637> The communications alliance also provide more information about mobile premium services at www.19sms.com.au

9. Fair Use Policy

9.1 In addition to this clause, the Optus fair use policy also applies which can be found at

<http://www.optus.com.au/dafiles/OCA/AboutOptus/LegalAndRegulatory/SharedStaticFiles/SharedDocuments/AppW.doc>

10. Definitions

Mobile Voice Service means the service described in clause 1.

Mobile Plan means the options described in the Pricing Schedule.

ADSL Service means any iiNet Ltd service described on the Website

SIM means a portable memory chip used in cellular telephones.

SECTION B11: MOBILE VOICE SERVICE DESCRIPTION

Optus means the business listed on the Australian Stock Exchange as Singapore Telecommunications Ltd (SGT)

Telecommunication Act means the regulated legislative instrument as amended.

Communications Alliance means www.commsalliance.com.au

Port means to move a telephone service from one provider to another.

Website means www.iinet.net.au

SECTION B12: MOBILE HANDSET HARDWARE DESCRIPTION

Customer Relationship Agreement

SECTION B12: MOBILE HANDSET HARDWARE DESCRIPTION

Rules of interpretation and capitalised terms used in this service description are defined either in the general terms of our CRA or in clause 10 of this service description.

1. About the Mobile Handset Hardware Description

Our Customer Relationship Agreement

- 1.1 This is the Mobile Handset Hardware description of our CRA under which we supply our Mobile Handset Hardware ("The Hardware") to you.
- 1.2 The general terms set out in section A of our CRA also apply.

Hardware options

- 1.3 The Handset Hardware options are defined in our pricing schedule section C.

What is the Mobile Handset Hardware?

- 1.4 The Mobile Handset Hardware and the relevant pricing of Hardware is outlined in the Pricing Schedule Section C.

Eligibility

- 1.5 The Hardware is available to existing iiNet customers with a residential or business Broadband Service and a residential or business Mobile Voice Service. The Hardware cannot be purchased as a stand-alone product.

2. Mobile Handset Specifics

Mobile Voice Equipment

- 2.1 The Mobile Voice Service provides the option to purchase mobile handset hardware on:
 - (a) a repayment plan, where the outright cost is equally split over the 24 month contract period; or
 - (b) outright purchase of the handset cost in full.
- 2.2 A repayment plan is only available if a Mobile Voice Service exists on an account which does not already have a bundled repayment plan, or when selecting a Mobile Voice Service during signup.
- 2.3 If you close or churn a Mobile Voice Service bundled with a repayment plan, or you cancel your Fixed Line Broadband Service, the remaining amount owing on the repayment plan will be invoiced to your account, and charged during your next billing cycle.
- 2.4 According to your selections in your application, we will supply you with a SIM or micro SIM, for use with the Service.

SECTION B12: MOBILE HANDSET HARDWARE DESCRIPTION

Warranty

- 2.5 Where we supply the Mobile Handset Hardware to you, we provide the warranty specified in the Pricing Schedule at no extra cost.

Limits on mobile handsets for residential customers

- 2.6 If you:

- (a) are a residential customer; and
- (b) choose to purchase mobile handset hardware on a repayment plan,

the number of handsets that you can apply for is limited as set out in the table below, based on the number of months for which you have been one of our customers (your “Tenure”). No limits apply to the outright purchase of handsets.

Tenure	Number of handsets available on repayment plan
0 - 3 months	1 handset per account
3 - 6 months	2 handsets per account
6 or more months	3 or more handsets per account

3. Charges and Billing

Charges

- 3.1 You must pay the charges for the service set out in the Pricing Schedule and any other charges set out in your application in accordance with the General Terms and any applicable provisions in the Pricing Schedule.

Part period (pro-rata) charges

The following terms apply if you are on a Mobile Handset Payment Plan:

- 3.2 When the Mobile Handset is activated you will be charged a pro-rata fee of the monthly amount on the payment plan selected by you from the activation date until the last day of the first calendar month of the Payment Plan.

Variation of charges

- 3.3 We may vary the Payment Plan charges and any other charges set out in the Pricing Schedule from time to time. We will give you not less than 30 days prior notice of such variations by one of the methods of giving notice listed in the general terms.
- 3.4 If the variation has more than a minor detrimental impact on you, you may cancel the service in accordance with the general terms.

SECTION B12: MOBILE HANDSET HARDWARE DESCRIPTION

Bills

- 3.5 We will endeavour to bill you on the same day each month commencing from the Payment Plan commencement date in accordance with the Mobile Handset selected by you.
- 3.6 Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed paper invoices requested by you will incur a monthly fee per invoice as set out in the Pricing Schedule. An itemised bill is available online through our customer account management (toolbox) website using the call tracker and is available 24 hours, 7 days a week.

Payment

- 3.7 You must pay the charges for the service by direct debit payment from your credit card or nominated bank account.
- 3.8 If you choose to provide us with your credit card details for the purposes of paying for the service, we may:
- (a) Charge all fees to your credit card on a monthly basis from the Service Commencement date;
 - (b) Disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and
 - (c) Take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- 3.9 If a direct debit from your bank account or from your credit card is declined for any reason we may impose a decline fee (as set out in the Pricing Schedule).

4. Definitions

Mobile Handset Hardware means the hardware described in clause 1.

Mobile Plan means the options described in the Pricing Schedule.

Broadband Service means any iiNet Ltd service described on the Website

SIM means a portable memory chip used in cellular telephones.

Telecommunication Act means the regulated legislative instrument as amended.

Website means www.iinet.net.au

SECTION B13: SERVICE DESCRIPTION FOR BUSINESS SUPPORT SERVICES

Customer Relationship Agreement

SECTION B13: SERVICE DESCRIPTION FOR BUSINESS SUPPORT SERVICES

Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of this CRA.

1. ABOUT BUSINESS SUPPORT SERVICES

Our Customer Relationship Agreement

Our CRA section A (General Terms), and section C (Pricing Schedule) also apply.

Services

The business support services comprise of the following three services which are available individually or in combination:

On site DSL installation;

On site IT support; and

Managed services.

On site DSL installation

On site DSL installation is only available for business customers in connection with an ADSL or naked DSL service.

On site DSL installation is only available Monday to Friday (excluding public holidays) during the hours 9am to 5pm.

On site DSL installation is not available in all areas. You should call our business team on 13 24 49 to ascertain if available at your premises. Depending on location, additional charges for travelling time may apply. Any such charges will be notified to you prior to us accepting your request for the on site DSL installation.

On site DSL installation comprises of the following scope of work:

- physical installation of DSL hardware delivered to the premises prior to the appointment or reconfiguration of existing iiNet supported hardware;

- configuration of DSL connection to iiNet ;

- WAN connectivity test from 1 LAN device;

- setup and test 1 iiNet email address using customer's email client;

- configuration of Wi-Fi security and connection to one computer device (if device is supplied by iiNet, or built into the router only); and

SECTION B13: SERVICE DESCRIPTION FOR BUSINESS SUPPORT SERVICES

configuration of a single VOIP account on a VOIP enabled device (if device is supplied by iiNet, or built into the router only. excludes sip trunk configuration). confirm successful registration.

The applicable fee for an on site DSL installation is set out in the pricing schedule. Depending on location, additional charges for travelling time may apply. Any such charges will be notified to you prior to us accepting your request for the on site DSL installation.

On site IT support

On site IT support is an on demand service which provides a qualified IT technician to visit your premises and provide assistance and troubleshooting in relation to the operation of certain types of IT structures and equipment which are used in conjunction with your internet service, including:

networking;

telephone systems;

desktop and servers;

backup/storage;

video conferencing;

On site IT support excludes any work related to cabling or wiring at your premises.

You can make a request for on site IT support by calling our business team on 13 24 49 or you can register an interest by using the 'toolbox' feature on our website.

On site IT support is only available Monday to Friday (excluding public holidays) during the hours 9am to 5pm.

On site IT support is not available in all areas. You should call our business team on 13 24 49 to ascertain if available at your premises. Depending on location, additional charges for travelling time may apply. Any such charges will be notified to you prior to us accepting your request for on site IT support.

On site IT support is charged at an hourly rate (charged at 15 minute increments) specified in the pricing schedule.

Managed Services

The devices/assets for which managed services are available include:

PC/desktop/laptop;

server classification A;

server classification B;

thin client;

switch;

SECTION B13: SERVICE DESCRIPTION FOR BUSINESS SUPPORT SERVICES

router;

Cisco CME;

Cisco UC500 SB series;

Cisco Call Manager;

Cisco IP Phone;

wireless LAN controller;

Cisco VG202/204;

Cisco VG224;

Video DVR/NVR;

IP CCTV camera;

wireless AP; and

terminal user.

If you obtain managed services from us, the particular managed services provided and the applicable charges will be set out in an additional managed services agreement.

2. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO BUSINESS SUPPORT SERVICES

You acknowledge and agree that Business Support Services are subject to availability and we are not obliged to accept a request to provide Business Support Services.

You acknowledge and agree that we may provide business support services through a contractor and any reference to “us” in this CRA and any Managed Services Agreement includes a reference to our Contractors. Where we provide the Business Support Service through a contractor, in order for us to monitor quality of service, you agree to provide us with such information and feedback as we may reasonably request from you regarding the performance of the contractor in providing the Business Support Services to you.

You will, where relevant, ensure that we have full and safe access to your premises (to the extent relevant to providing the Business Support Services) and any necessary equipment, materials and information and, where an onsite visit is required, a free parking space suitable for a van, at or in close proximity to, the premises where the work is to be undertaken by us. You will also ensure that we are provided with all facilities, services and accessories reasonably required to enable us to comply with our obligations under this Agreement.

You will, where relevant, provide on request a suitably qualified or informed representative, agent or employee to advise us regarding access, security procedures and any other matter within your knowledge or control which will assist us in complying with our obligations under this Agreement.

SECTION B13: SERVICE DESCRIPTION FOR BUSINESS SUPPORT SERVICES

You will take all reasonable measures to anticipate and avoid the creation of hazardous conditions which may jeopardise the safety of any personnel responsible for providing the business support services. In particular you must provide us with:

full and complete particulars of all hazardous materials and substances used or stored on the site;

ensure that all hazardous materials and substances are stored in accordance with any manufacturer's and/or statutory requirements; and

inform us of full and complete particulars of all asbestos or other toxic, hazardous or carcinogenic substances and the procedures in place for dealing with the storage or disposal of any of those substances that are in place.

In the event a hazardous condition is detected by us we may discontinue providing the business support services until such hazardous conditions has been removed.

SECTION B14: SERVICE DESCRIPTION FOR TECHII™ ONSITE

Customer Relationship Agreement

SECTION B14: SERVICE DESCRIPTION FOR TECHII™ ONSITE

Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of this CRA.

1. ABOUT TECHII™ ONSITE

Our Customer Relationship Agreement

- 1.1 This is the techii™ Onsite Service description of our CRA under which we supply our techii™ Onsite Service ("The Service") to you. Our CRA section A (General Terms), and Section C (Pricing Schedule) also apply.

Services

- 1.2 The Service comprises of a techii™ technician visiting your premises for the purpose of installing your new broadband service, or troubleshooting to resolve any difficulties with your existing service.
- 1.3 techii™ Onsite jobs are charged at a nominal rate plus a timed component rate (if applicable.) The nominal rate is currently \$99.00 and the timed component rate is \$22.00 per 30 minutes of time required for the onsite beyond the initial 60 minutes allowed for in the nominal rate.
- 1.4 techii™ charges will appear on your iiNet invoice at the time a booking is made.
- 1.5 Cancellation of the techii™ Onsite visit after the booking is made may still incur the nominal fee.
- 1.6 techii™ Onsite bookings are made for specific times, and best effort will be taken to ensure that the attending techii™ Onsite staff arrives on time, but is subject to variation due to external factors.
- 1.7 techii™ Onsites are limited in scope to the setup and troubleshooting of your iiNet provided services. Whilst we will attempt to assist in related issues where requested and where possible, we accept no liability for our inability to successfully assist, or for any damage or inconvenience caused as a result of assistance in matters outside the scope of our operations.
- 1.8 You acknowledge that computers are complicated and sometimes issues can be more complex than initially diagnosed. You also acknowledge that a problem that occurs with your computer after our visit may be unrelated to the work we performed for you, and thus any further techii™ visits for a service deemed to be working during the onsite will be charged at the standard onsite rate.
- 1.9 techii™ staff cannot be held responsible for issues outside of their control or as a result of helping you connect your computer to the internet. (Examples of this might include viruses, computer performance changes, internal wiring issues and other factors.)
- 1.10 You are responsible for any download quota (such as downloading drivers or software updates) associated with your techii™ visit. Any additional software and

SECTION B14: SERVICE DESCRIPTION FOR TECHII™ ONSITE

hardware purchases are not included in the \$99.00 onsite charge and will be billed separately to you.

- 1.11 You acknowledge that as part of your onsite we do not separately back-up any of your data and there is a risk that some or all of your data may be lost during your techii™ visit.
- 1.12 You will ensure that any software you supply for use in conjunction with an iiNet techii™ visit is genuine and licensed to you.
- 1.13 If we are unable to perform all or part of the services that we have agreed to deliver, the techii™ staff will either visit you at a later date, or credit the job back to you, unless the reason was as a direct result of your computer software or hardware.

2. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO TECHII™ ONSITE SERVICES

You acknowledge and agree that techii™ Onsite Services are subject to availability and we are not obliged to accept a request to provide a techii™ Onsite.

You will, where relevant, ensure that we have full and safe access to your premises (to the extent relevant to providing the techii™ service) and any necessary equipment, materials and information and a free parking space (suitable for a car), at or in close proximity to, the premises where the work is to be undertaken by us. You will also ensure that we are provided with all facilities, services and accessories reasonably required to enable us to comply with our obligations under this Agreement.

You will, where relevant, provide on request a suitably qualified or informed representative, agent or employee to advise us regarding access, security procedures and any other matter within your knowledge or control which will assist us in complying with our obligations under this Agreement.

You will take all reasonable measures to anticipate and avoid the creation of hazardous conditions which may jeopardise the safety of any personnel responsible for providing the techii™ Onsite Service. In particular you must provide us with:

full and complete particulars of all hazardous materials and substances used or stored on the site;

ensure that all hazardous materials and substances are stored in accordance with any manufacturer's and/or statutory requirements; and

inform us of full and complete particulars of all asbestos or other toxic, hazardous or carcinogenic substances and the procedures in place for dealing with the storage or disposal of any of those substances that are in place.

In the event a hazardous condition is detected by us we may discontinue providing the business support services until such hazardous conditions have been removed.

SECTION B15: NBN SERVICE DESCRIPTION

Customer Relationship Agreement SECTION B15: NBN SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of this CRA or in clause 23 of this Service Description

1. ABOUT THE NBN SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the NBN Service Description of our CRA under which we supply an NBN Service to you. Prior to the activation of your NBN Service, the terms and conditions of your previous service provider apply. After activation of your NBN Service, these terms and conditions apply.
- 1.2 Our CRA Section A and Section C the Pricing Schedule also apply to your NBN Service.

NBN Services

- 1.3 Subject to the terms of this Service Description, the following NBN Services are available from us:
- (a) the NBN Fibre Service;
 - (b) the NBN Satellite Service;
 - (c) the NBN Fixed Wireless Service
 - (d) the NBN Fibre Phone Service; and
 - (e) the Netphone2 Service.

2. THE NBN FIBRE SERVICE

What is the NBN Fibre Service?

- 2.1 The NBN Fibre Service is a broadband Internet service which uses the NBN Optical Fibre Access Network to deliver Internet connectivity at the Network Boundary Point at your Premises.
- 2.2 Details of service plans and applicable charges are available in the Pricing Schedule.

Service requirements and restrictions

- 2.3 The NBN Fibre Service is only available within an NBN fibre service area. All NBN Fibre Services are subject to availability and provisioning feasibility. We may refuse to provision an NBN Fibre Service in our absolute discretion.
- 2.4 In order to be able to receive the NBN Fibre Service:
- (a) your Premises must be connected to the NBN Optical Fibre Access Network;

SECTION B15: NBN SERVICE DESCRIPTION

- (b) you must meet all of our System Requirements;
- (c) the NBN Co equipment must be installed by NBN Co or a NBN Co approved installer; and
- (d) using multiple devices, you will require an NBN ready modem/router.

Connecting to the NBN fibre network

- 2.5 Unless your Premises is already connected to the NBN Optical Fibre Access Network, in order to receive the NBN Fibre Service, your Premises will need to be connected to the NBN Optical Fibre Access Network. Standard installations are done without charge to you. Non-standard installations may require you to pay charges. Information about NBN Fibre Service installations can be found in the booklet '*Preparing for the NBN Fibre Connections*' which is available on our Website.

Standard Installations

- 2.6 Subject to any changes in NBN Co's installation practices, a standard installation includes:
- (a) The installation of the Optical Premises Connection Device (**PCD**) on the outside of your Premises.
 - (b) The drilling of a small hole through the wall of your 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 there to the Network Termination Device (**NTD**).
 - (c) The connection of the power supply unit (**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) The connection of a 12V power supply cable from the PSU to the NTD (which should be within 1.5 metres of the PSU). The provision of the power supply is your responsibility.

Special Installation Requirements

- 2.7 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;
 - (b) the installation is to a point that is not the closest and most direct path from the street; and
 - (c) using undergrounding cabling from the street to your Premises where aerial cabling would normally be used.
- 2.8 Your preferences may not be suitable if technical requirements are not met. It is your right to decide where the NBN Co equipment is installed, but additional cabling

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work may increase costs and/or timeframes of your installation. Technical requirements include that:

- (a) the PSU and NTD are in the same building as the main electric meter or switchboard; and
- (b) the location is:
 - (A) a cool, dry and ventilated area with no sinks or water outlets;
 - (B) within 1.5 metres of a dedicated power point; and
 - (C) away from busy areas which might cause the unit to be knocked or damaged.

Neighbouring property consent

2.9 You acknowledge and agree that where an aerial fibre drop cable will cross a neighbouring property to reach your Premises:

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

Battery Backup

2.10 You acknowledge that:

- (a) the NBN Co power supply unit has a back-up battery capability. A battery will be included with the initial installation. You are responsible for maintaining the battery and providing, installing, and maintaining any subsequent or replacement batteries; and
- (b) the battery provides up to five hours of backup power to the UNI-V telephone port only, on the network termination device. This may be useful if your primary telephone service is provided through this infrastructure (note this does not include the Netphone2 Service), however, the backup battery will not provide power to your router, PC and any cordless phone systems.

3. THE NBN SATELLITE SERVICE

What is the NBN Satellite Service?

3.1 The NBN Satellite Service is a broadband Internet service which uses an approved NBN Co satellite dish to deliver Internet connectivity at the Network Boundary Point at your Premises.

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- 3.2 Details of service plans and applicable charges are available in the Pricing Schedule.

Service requirements and restrictions

- 3.3 The NBN Satellite Service can only be provided at those premises where the necessary infrastructure has been installed.
- 3.4 The NBN Satellite Service does not support any VoIP services or Freezone.
- 3.5 In order to receive the NBN Satellite Service you must be an 'Eligible Customer' as defined by NBN Co. Information on who is an Eligible Customer can be found on our Website and in the document entitled '*NBN Co Information Paper, NBN Co Interim Satellite Service End User, Eligibility Criteria*' which is available on NBN Co's website. All NBN Satellite Services are subject to availability and provisioning feasibility. We may refuse to provision an NBN Satellite Service in our absolute discretion.

Installation

- 3.6 After your application for the NBN Satellite Service has been approved, an installer will contact you to obtain information and to organize a time and date for a site survey of your premises. NBN Co will install all necessary equipment and cover the cost of standard installations. Non-standard installations may incur a cost payable by you.

4. THE NBN FIXED WIRELESS SERVICE

What is the NBN Fixed Wireless Service?

- 4.1 The NBN Fixed Wireless Service is a broadband Internet service which uses the NBN Fixed Wireless Customer Access Network to deliver Internet connectivity at the Network Boundary Point at your Premises.
- 4.2 Details of service plans and applicable charges are available in the Pricing Schedule.

Service requirements and restrictions

- 4.3 The NBN Fixed Wireless Service can only be provided within an NBN Co fixed wireless network area.
- 4.4 All NBN Fixed Wireless Services are subject to availability and provisioning feasibility. We may refuse to provision an NBN Fixed Wireless Service in our absolute discretion.

Connecting to the NBN fixed wireless network

- 4.5 Unless your Premises is already connected to the NBN fixed wireless network, in order to receive the NBN Fixed Wireless Service, your Premises will need to be connected to the NBN fixed wireless network. Standard installations are done without charge to you. Non-standard installations may require you to pay charges. Information about NBN Fibre Service installations can be found in the booklet '*Preparing for the NBN Fixed Wireless Connections*' which is available on our Website.

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Standard Installations

- 4.6 Subject to any changes in NBN Co's installation practices, a standard installation includes:
- (a) The installation of an outdoor antenna unit on the outside of your Premises.
 - (b) The installation of a Wireless Network Termination Device inside your Premises.
 - (c) Connection of an Ethernet cable from the Wireless outdoor antenna unit, via a wall plate to the Wireless Network Termination Device.
 - (d) The connection of 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.
- 4.7 You are responsible for providing an internal domestic AC 240V 10A socket-outlet in a suitable location for the installation.

Special Installation Requirements

- 4.8 If you have any special or non-standard installation requirements, you must ensure that you discuss them clearly with the installation technician.

5. NBN FIBRE PHONE SERVICE

What is the NBN Fibre Phone Service?

- 5.1 The NBN Fibre Phone Service is a telephony service to the Premises utilising the NBN Fibre network.
- 5.2 Details of service plans and applicable charges are available in the Pricing Schedule.

Service requirements and restrictions

- 5.3 The NBN Fibre Phone Service is only available in conjunction with the NBN Fibre Service. The service requirements and restrictions of the NBN Fibre Service are set out in clause 2 of this Service Description.
- 5.4 In order to access the NBN Fibre Phone Service you require a standard telephone handset that is compliant with Australian standards.
- 5.5 You acknowledge that:
- (a) operator assisted services are not guaranteed;
 - (b) the Service may not operate in the event of a power failure;
 - (c) not all devices connected to, nor all services currently operating on, the existing copper-based Australian telecommunications network will necessarily be able to operate in their present form on the NBN Fibre Phone Service;

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- (d) while we use our best efforts to ensure continuity of the NBN Fibre Phone Service, subject to your rights and our obligations under the Australian Consumer Law, we cannot guarantee that the NBN Fibre Phone 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 NBN Fibre Phone Service at all times;
- (e) 'Priority Assistance' is not available. Priority Assistance is for people who may be reliant on a telephone service because of a serious medical condition. If you have a serious medical condition we recommend that you consider medical advice and consider your access to other telephony services, such as a mobile phone, before purchasing the Service;
- (f) calls to 1900 numbers are not available with the NBN Fibre Phone Service;
- (g) the address-based call routing facility used in certain 13 telephone services is not available with the NBN Fibre Phone Service;
- (h) long distance pre-selection to another carrier is not available with the NBN Fibre Phone Service;
- (i) emergency call services and other traditional analogue based services such as security/medical alarms, fax, EFT, TTY and other voice band data services are not guaranteed to operate with the NBN Fibre Phone Service; and
- (j) the NBN Fibre Phone Service is not intended to be a substitute for a primary telephone service.

Functionality

- 5.6 You may use the NBN Fibre Phone Service to make calls to Australian landline telephones (including local calls and long distance calls), calls to any Australian mobile phone and calls to international destinations.
- 5.7 You may use the NBN Fibre Phone Service to receive calls from the public switched telephone network.
- 5.8 Additional features of the NBN Fibre Phone Service are described with instructions for use in the "Toolbox" 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.

Processing delay

- 5.9 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.

Backup battery

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- 5.10 In connecting the NBN Fibre Service, NBN Co will have installed a Power Supply Unit (**PSU**), which draws power from your power point in order to provide a steady 12V power supply to your Network Termination Device.
- 5.11 If your mains power fails, the PSU will automatically switch to its backup battery power. This will maintain a standard, non-powered telephone service connected to an in-service voice (UNI-V) port for 2-3 hours following a mains power failure. When approximately 50% of the battery charge has been depleted the backup battery will automatically turn off to preserve the remaining charge for emergency use. This should provide a total of approximately 5 hours of backup battery power without the mains power under typical circumstances to make calls over a standard non-powered telephone connected to the voice (UNI-V) port. Extreme cold temperatures (i.e. less than -1 degree Celsius) may reduce the amount of time the backup battery will last.
- 5.12 You acknowledge that maintenance of the backup battery is your responsibility.

Local number portability and directory listing

- 5.13 You cannot port your existing landline telephone number to the NBN Fibre Phone Service. We will provide you with a new telephone number when we provision the NBN Fibre Phone Service for you.
- 5.14 You may choose to have a directory listing of the telephone number associated with your NBN Fibre Phone Service. The telephone number associated with your NBN Fibre Phone Service will not be listed unless you request us to do so. You may choose either:
- (a) a full listing (name and full address); or
 - (b) a suppressed address listing (name and suburb only).
- 5.15 If you choose to have the telephone number associated with your NBN Fibre Phone Service listed in a telephone directory, and you subsequently wish the telephone number associated with your NBN Fibre Phone Service not to be listed in the telephone directory, you may request via such means and subject to such conditions as may be specified by us, that the telephone number associated with your NBN Fibre Phone Service not be listed in future editions of the directory.

Customer Service Guarantee (CSG) Waiver and Acceptable Use

- 5.16 As a condition of us providing the NBN Fibre Phone Service to you, you agree to waive your rights and protection under the CSG.
- 5.17 The NBN Fibre Phone Service is not subject to the Excessive Use conditions in our Fair Use Policy for residential plans.

Service cancellation

- 5.18 To cancel the NBN Fibre Phone Service the authorised account holder must contact us. We will cancel the NBN Fibre Phone Service subject to the account holder providing proof of identity and meeting all other reasonable cancellation requirements.

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- 5.19 Cancellation of your NBN Fibre Service will result in the cancellation of the corresponding NBN Fibre Phone Service, and you may have to pay a Break Fee (as set out in the Pricing Schedule) if it is during a Contract Term.

Default Blocking of Calls to High Fraud Risk Areas

- 5.20 By default, calls to a number beginning with an area code listed in the table below will be blocked. You may unblock calls to areas listed in the table below by calling us.

Country	Code
AFGHANISTAN	+93
ASCENSION ISLANDS	+247
AUSTRIAN SERVICE	+438
BELARUS	+375
BENIN	+229
BURUNDI	+257
BULGARIA	+359
COMORO ISLAND	+269
CONGO	+243
COOK ISLANDS	+682
DIEGO GARCIA	+246
DJIBOUTI	+253
EAST TIMOR	+670
ERITREA	+291
ESTONIA	+372
ETHIOPIA	+251
FALKLAND ISLANDS	+500
GAMBIA	+220
GUINEA REPUBLIC	+224
GUYANA	+592
HAITI	+509
HONDURAS	+504
IVORY COAST	+225
JORDAN	+962
KOREA (NORTH)	+850
LATVIA	+371

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LIBERIA	+231
LIBYA	+218
LIECHTENSTEIN	+423
LITHUANIA	+370
MADAGASCAR	+261
MALDIVES PREMIUM	+960900
MALI	+223
NICARAGUA	+505
NIGER	+227
PALESTINE	+970
REUNION	+262
SATELLITE SYSTEM	a
SAN MARINO	+378
SAO TOME & PRINCIPE	s
SENEGAL	+221
SERBIA	+381
SIERRA LEONE	+232
SLOVENIA	+386
n	+677
SOMALIA	+252
ST KITTS	+1869
ST. HELENA	+290
SUDAN	+249
SURINAME	+597
SYRIA	+963
TOGO	+228
TUNISIA	+216
TURKS CAICOS ISLAND	+1649
VIRGIN ISLANDS BRITISH	+1284

6. NETPHONE2 SERVICE

- 6.1 The Netphone2 Service is a service for voice telephony which uses Voice over Internet Protocol and which requires an underlying broadband Internet Service.

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6.2 A Netphone2 Service is available with the following NBN Services:

- (a) the NBN Fibre Service; or
- (b) the NBN Fixed Wireless Service.

6.3 Charges and features of the Netphone2 Service are set out in the Pricing Schedule.

6.4 The Netphone2 Service is not intended to be a substitute for a primary telephone service. In order to provide you with cheaper call rates than are available with a primary telephone service, we require you to waive your entitlements under the Customer Service Guarantee. Further information about the Customer Service Guarantee waiver is contained in the document entitled '*Customer Service Guarantee Waiver*' which is available on our Website.

6.5 Quality of the Netphone2 Service is not guaranteed. If your NBN connection is not working or is set up incorrectly or there is a power failure, the Netphone2 service will not work until the NBN service is restored. This means you will not be able to make any telephone calls using the Netphone2 Service, including calls to 000 during the relevant period.

6.6 You may choose to have a directory listing of the telephone number associated with your Netphone2 Service. The telephone number associated with your Netphone2 Service will not be listed unless you request us to do so. You may choose either:

- (a) a full listing (name and full address); or
- (b) a suppressed address listing (name and suburb only).

If you chose to have the telephone number associated with your Netphone2 Service listed in a telephone directory and you subsequently wish the telephone number associated with your Netphone2 Service not to be listed in the telephone directory you may request, via such means and subject to such conditions as may be specified by us, that the telephone number associated with your Netphone2 Service not be listed in future editions of the directory.

6.7 When the underlying NBN Service is suspended, the corresponding Netphone2 Service is also suspended. When a Netphone2 Service is suspended only calls to 000 and customer support will function.

6.8

6.9 Cancellation of your NBN Service will result in the cancellation of the corresponding Netphone2 Service, and you may have to pay a Break Fee (as set out in the Pricing Schedule) if it is during a Contract Term.

Data Pack

6.10 You may purchase additional quota for your NBN Fibre Service plan or your NBN Fixed Wireless plan by adding a Data Pack as outlined in the Pricing Schedule. Quota is added to either period (On Peak or Off Peak.) Any unused allowance in your Data Pack in any Billing Month cannot be rolled over into subsequent Billing Months.

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Exempted Sites

- 6.11 For the NBN Fibre Service and the NBN Fixed Wireless Service, there are certain sites on the Internet (**Exempted Sites**) from which you can Download without the Usage counting towards your Monthly Usage Allowance and, if you do reach your Monthly Usage Allowance, downloads from these Exempted Sites are not affected by Excess Usage Charges or Shaping and can continue to be downloaded at High Speed. A list of these Exempted Sites is available on our Website. We may, at our discretion, make changes to this list from time to time.
- 6.12 Some Exempted Sites contain links to content that is external to the Exempted Sites and this external content will be included in your Monthly Usage Allowance.
- 6.13 Only Downloads from Exempted Sites are excluded from your Monthly Usage Allowance. Data uploaded to Exempted Sites is counted towards your Monthly Usage Allowance.
- 6.14 Content purchased from the iTunes Store (Australia only) will not be counted towards your Monthly Usage Allowance. Podcasts and feature film trailers delivered via iTunes will be counted towards your Monthly Usage Allowance. All traffic incurred by usage of iTunes Stores outside of Australia will count towards your Monthly Usage Allowance. Apple Computer Australia Pty Ltd provides the iTunes Store service. Apple Computer Australia Pty Ltd provides all charging and support of the service.
- 6.15 You must not illegally copy or redistribute content available through the iTunes Store (Australia).

7. GENERAL TERMS APPLICABLE TO ALL NBN SERVICES

The terms in clauses 8 to 23 of this service description apply to all NBN Services supplied by us.

8. CONTRACT TERM

We will provide, and you must acquire, the NBN Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the end of the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

9. INSTALLATION

Appointments

- 9.1 You are responsible for ensuring that you (or an adult authorized by you) are at your Premises for the installation appointment to:
- (a) provide access to your 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).

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9.2 You acknowledge and agree that:

- (a) if you need to reschedule the installation appointment you must give us at least two business days' notice, and that fees may apply for missed appointments;
- (b) you are responsible for any additional charges due to a non-standard installation. You will be provided with a quote for any such charges;
- (c) any 'in roof' work will automatically trigger the need for a non-standard installation due to the inherent safety risks involved;
- (d) NBN Co will not guarantee that 'in roof' work will be undertaken; and
- (e) you will notify the NBN Co technician if any of the following might affect your installation:
 - (A) any heritage requirements or restrictions;
 - (B) any known or suspected asbestos (commonly used before the 1980s); or
 - (C) any recent pest treatments.

Customer cabling and third party services

9.3 You acknowledge that:

- (a) You may need new cabling to connect the location of the network termination device to where you intend to use the Service (or other services connected to the network termination device). This cabling is not provided as part of the NBN Service and is your responsibility. This cabling is subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006) and you will need to arrange and pay for the services of an ACMA licensed cabler to install this cabling.
- (b) You should consider all your future cabling needs (e.g. for a telephone service), as well as the immediate requirement for an Ethernet connection point at a suitable place inside your Premises.

9.4 Where wiring does not exist or you have a fault with your wiring, you can arrange for your own contractor to perform the work required to install or fix this wiring. Alternatively after service activation you may lodge a fault with us and we will arrange a technician to attend your premises (you must be at the premises as required at the time the technician attends the premises to fix the fault). The technician will quote you a fee for service based on any work required.

9.5 You will be responsible for the cost of any third party services that may be required in relation to the installation of the Service to the Premises (for example an electrician or licensed cabler).

Access to your premises

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

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- (a) to supply the service to you or any other customer;
- (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 National Broadband Network or any third party network; or
- (c) for any other reasonable purpose,

for as long as the service is provided to you, and for a reasonable period thereafter as reasonably requested by us or our supplier.

9.7 You agree that:

- (a) you will, upon request, provide any further written consent in a form reasonably required by us in relation to such access; and
- (b) if you do not control the premises, you will promptly arrange any written consents for access required under this clause.

9.8 If you are not the owner of your Premises, you must obtain the owner's consent for the NBN Equipment to be installed. You agree that the installation of the NBN Equipment at the Premises is on the basis of the request that you have made to us and that we have relied upon your authority to make this request. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us relating to our entering the Premises or installing or maintaining any equipment at the Premises pursuant to your request for us to do so.

Service activation and delivery of Hardware

- 9.9 We will notify you of Service Activation via the email address provided on your Application or via SMS to the mobile number provided on your Application.
- 9.10 We will endeavour to deliver any Hardware purchased promptly after approval of your Application.
- 9.11 You acknowledge that we may activate the NBN Service before delivering the Hardware.
- 9.12 If you notify us that your Hardware contains faulty components, you must give us sufficient information to assess the Hardware including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

10. DISCLOSURE OF INFORMATION

You consent to us disclosing any data or information regarding you or your service to third party suppliers (including NBN Co), as reasonably required by us or our third party suppliers for providing the NBN Service to you or maintaining networks related to the NBN Service.

11. PREVIOUS SERVICES

11.1 You acknowledge and agree that:

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- (a) the same incentives and benefits (for example, discount plans and any concessions) available from your previous service provider may not be available for the NBN Service;
- (b) prior to the date that the NBN Service is provided by us, any content and/or carriage services provided over the relevant telephone line will be provided by your previous service provider;
- (c) you will contact your previous service provider in relation to the provision of services and any faults relevant to the telephone line in the period prior to the date that the NBN Service is provided by us;
- (d) our staff or representatives and/or your previous service provider may need to access your Premises for the purposes of installation or maintenance work;
- (e) if you make an application for the NBN Service, any pending orders in relation to your existing service will be cancelled;
- (f) whether or not we provide the NBN Service to you is dependent on a number of factors including availability of the service. The availability of the NBN Service also varies depending on the geographic and technical capability of the underlying Network, if we agree to provide the NBN Service to you, we will advise you if there is any significant delay during the application process.

12. SOFTWARE

12.1 We may choose to provide you with Software for use with the Service.

Licence to use

12.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Software subject to this clause 12 and any end user agreement provided with the Software at the time of installation.

Restrictions on use

12.3 Where we provide Software to you, you must:

- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional computers corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;
- (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer or create any derivative works based on the Software or merge the Software with any other software, except where permitted by the Copyright Act 1968;
- (c) only use the Software in accordance with our reasonable directions from time to time;

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- (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
 - (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
 - (f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.
- 12.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

13. REQUIRED EQUIPMENT

- 13.1 If we provide you with any of the Required Equipment, risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.
- 13.2 If we do not supply any or all of the Required Equipment to you, you will need to supply all (or the remainder) of the Required Equipment before we can supply the Service to you.
- 13.3 If you choose to supply some or all of the Required Equipment yourself for use with the Service, the operation of such equipment and any repairs to it will be your responsibility.
- 13.4 We will manage your BoB® or Budii™ modem remotely to configure your specific settings and apply relevant firmware upgrades via our servers.

14. NBN CO EQUIPMENT

- 14.1 Except for customer premises equipment such as internal wiring or equipment that is installed beyond the Network Termination Unit, NBN Co owns the NBN Equipment. You agree that you will not do anything or authorise anything to be done which might affect the ownership of the NBN Equipment and that you will comply with all reasonable instructions of us or NBN Co to protect NBN Co's ownership of the NBN Equipment. You agree that without NBN Co's prior written agreement, you will not remove or obscure any identification marks on the NBN Equipment. You agree that the NBN Equipment will not be altered, repaired, serviced, removed, moved, accessed, tampered with or interfered with by any person who does not have the authority of us or NBN Co to do so.
- 14.2 You will not create (or attempt to create) any security interest, encumbrance, lien, charge or mortgage over the service or any part of the NBN Equipment.
- 14.3 You will not interfere with or damage the NBN Equipment and you will take all reasonable care of the NBN Equipment.
- 14.4 You are liable for any damage to or removal of the NBN Equipment, unless the damage or removal is caused by us or our contractors or NBN Co or its contractors.

15. YOUR EQUIPMENT

- 15.1 You agree to ensure that any equipment used by you in connection with the Service:

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- (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.

16. USE OF THE SERVICE

16.1 When using the Service you must comply with:

- (a) our CRA, including clause 4 of the General Terms, and this clause 16; and
- (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network on which your data transmits.

16.2 Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).

16.3 You must ensure that any software you use in relation to the Service is properly licensed.

16.4 The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.

16.5 All IP addresses provided by us for your use remain our property. Most Services include a dynamic IP address. A new IP address is usually allocated whenever the computer and modem are rebooted. The IP address remains until the next time the computer and modem are switched off. Where provided, you may configure your computer or modem to connect using a static IP address.

16.6 We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:

- (a) deleting transitory data that has been stored on our servers for longer than 90 days;
- (b) deleting stored email messages that are older than 90 days;
- (c) rejecting any incoming email messages and attachments that exceed 30 Megabytes (including encapsulation);
- (d) delivering access and content via proxy servers;
- (e) limiting the number of addresses to whom an outgoing email can be sent;
- (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
- (g) managing the Network to prioritise certain types of Internet traffic over others; and

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- (h) blocking or filtering specific Internet ports.
- 16.7 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 16.8 You may request additional users on the Service in accordance with the Pricing Schedule
- 16.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 16.10 We may monitor use of the Service to investigate a breach (or suspected breach) of the Fair Use Policy or upon the request of an authorised authority.
- 16.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

17. SERVICE CHARGES AND BILLING

Service charges

- 17.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your application.
- 17.2 The charges for the Service will depend on the Service options, features and characteristics for each Service option selected by you in your application.

Billing

- 17.3 We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule.
- 17.4 Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed-paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

Variation of charges

- 17.5 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

Commencement of charges

- 17.6 Service charges will accrue from:
 - (a) the date of the Service Activation, where we provide you with the Required Equipment; or
 - (b) the date of the Service Activation, where we have made a first delivery attempt to provide you with the Required Equipment; or

SECTION B15: NBN SERVICE DESCRIPTION

- (c) the date of the Service Activation, where you supply some or all of the Required Equipment yourself.
- (d) The date on which the service is first connected; or
- (e) 14 days after the Service Activation, which ever happens first.

Payment

17.7 You must pay the charges for the Service:

- (a) by direct debit payment from your credit card or nominated bank account; or
- (b) by an acceptable method as described on your invoice.

17.8 If you provide us with your credit card details for the purposes of paying for the Service, we may:

- (a) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 17.6;
- (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
- (c) take steps to verify that there is sufficient funds available on your credit card account to pay for invoiced fees; and
- (d) charge any applicable Break Fee to your credit card immediately on notice of cancellation of the Service.

17.9 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).

17.10 Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clauses 15.2 to 15.5 of Section A General Terms, you must continue to pay the charges for the Service even if:

- (a) your computer is not working;
- (b) you actively cease using the Service for any reason in circumstances where the Service is available for use; or
- (c) the Service is unavailable, or has limited availability, for an insignificant period due to a network or system outage.

18. MONTHLY USAGE ALLOWANCE AND SHAPING

Monthly usage allowance

18.1 Each NBN Pricing Plan provides a Monthly Usage Allowance that represents the maximum Usage that can be used at High Speed during a Billing Month (regardless of the number of days in that month). Barring Exempted Sites, all traffic is counted towards the Monthly Usage Allowance on the NBN Service, including Netphone2 uploads.

SECTION B15: NBN SERVICE DESCRIPTION

- 18.2 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service ("Billing Month"). Your amount of data Usage (measured in Megabytes) applies to a combination of Downstream and Upstream data.

Shaping

- 18.3 If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the NBN Service will be Shaped (Downstream and Upstream). The Netphone2 service is exempted from Shaping.
- 18.4 Your Service will remain Shaped until the commencement of the next Billing Month. Any unused Monthly Usage Allowance in any Billing Month cannot be rolled over into subsequent Billing Months.
- 18.5 Your Service is shaped during the period (On Peak or Off Peak) in which you have exceeded your usage.

Monitoring your Usage

- 18.6 We may notify you by email to your email address provided by you from time to time, when your Usage has exceeded the Monthly Usage Allowance. We reserve the right to monitor any additional Usage whilst access to your Service is Shaped.
- 18.7 An online Usage monitoring application is provided on our web page to allow you to view your Usage for the current Billing Month.

19. CANCELLATION, SUSPENSION OR VARIATION

Cancellation or suspension by us

- 19.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

Cancellation or suspension by you

- 19.2 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 19.3.
- 19.3 If you cancel the Service after service activation but before the end of the Contract Term, the Break Fee set out in the Pricing Schedule will apply. Subject to the clause 10 of the General Terms (Billing Disputes), you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related iiNet entity to you.
- 19.4 NBN services cannot be suspended by you as there is an on-going cost incurred by us in maintaining the connection with our supplier.

Variations

- 19.5 You may vary a NBN Pricing Plan within the NBN Service range to another NBN Service Pricing Plan within that range. A fee for making a variation may apply as described in the Pricing Schedule.

SECTION B15: NBN SERVICE DESCRIPTION

- 19.6 If you vary your Service of NBN Pricing Plan by using the online Toolbox plan you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 19.7 The variation of your Service or NBN Pricing Plan, will not affect the duration of the Contract Term.
- 19.8 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

20. MOVING PREMISES

- 20.1 The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing NBN Service.
- 20.2 If the Service is available at your new Premises:
- (a) we may accept your Application and provide the Service at your new Premises; and
 - (b) we will charge you a setup fee as specified in the Pricing Schedule.
- 20.3 If the Service is not available at your new Premises and you move before the end of the Contract Term and:
- (a) you elect to obtain an alternative service from us at your new address, we will waive any applicable Break Fee, but we may charge you a Downgrade Fee as specified in the Pricing Schedule if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).
 - (b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then any applicable Break Fee will apply.

21. CUSTOMER SUPPORT

- 21.1 You acknowledge that:
- (a) Unless stated expressly otherwise on our Website, we provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.
 - (b) We do not provide technical support for Services under the following conditions:

SECTION B15: NBN SERVICE DESCRIPTION

- (A) running internal networks connected to the Service except in connection with Hardware that is specifically designed for that purpose;
 - (B) running network services or providing network services to others via the Service;
 - (C) running connectivity software other than Software that we provide to you; or
 - (D) Macintosh operating systems below v10.0.
- (c) We do not guarantee that the Hardware will be compatible with any network of machines.
 - (d) Some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service.
 - (e) We cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time.
 - (f) We will use reasonable care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot guarantee that the Service will be continuous, fault-free or accessible at all times.
 - (g) We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.

Fault reporting and rectification

- 21.2 You agree your NBN Service is provided to you by us and not NBN Co and you do not have a contract with NBN Co. You agree to report to us – and specifically NOT to NBN Co - any faults or other issues with the NBN Service that you are obtaining from us.
- 21.3 If your NBN Service is faulty, in most cases you will be required to be at the Premises where the NBN Service is installed for the fault to be fixed. If iiNet requires you to be at the Premises during fault fixing, we or our contractor will contact you to arrange a suitable time.
- 21.4 If you lodge a fault on the NBN Service and a technician has attended your Premises, and the fault is found to be within your own equipment (excluding where the fault is isolated to your wiring under which clause 21.5 applies), you will be required to pay an Incorrect Call-Out Fee (as specified in the Pricing Schedule).
- 21.5 If you lodge a fault on the NBN Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you can arrange for your own contractor to perform the work required to install or fix this wiring, or you can request that iiNet perform the required work. If requested, iiNet will arrange a technician to attend your premises for which you must be in attendance, and prior to commencing the work the technician will quote you a Variable Fee for Service based on the work required.

SECTION B15: NBN SERVICE DESCRIPTION

- 21.6 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.

Warranty

- 21.7 We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with Equipment we supply to you. The Warranty Periods do not apply where you have supplied your own modem or other Equipment.

- 21.8 If you notify us of a fault with the modem or other Required Equipment we have supplied to you, within their respective Warranty Periods, we will repair, replace or provide credit for the faulty item at no cost to you. However, if the fault was caused by:

- (a) any Equipment not provided by us (such as your computer);
- (b) any interference caused by a Force Majeure Event;
- (c) any interference with or modification to this Equipment or a failure to use it in accordance with the manufacturer's specifications or our instructions; or
- (d) damage caused by you,

then we will charge you a fee, as specified in the Pricing Schedule, for the repair or replacement, including associated shipping and/or handling costs.

22. LIMITATION OF LIABILITY FOR NBN CO

You agree that, where you acquire an NBN Service from us under this Service Schedule, any reference to "we", "us" or "our" in the liability provisions contained in clauses 14 and 15 of the General Terms will be interpreted so as to include NBN Co, its related Bodies Corporate and each of their respective personnel.

23. DEFINITIONS

- 23.1 In this Service Description:

Hardware means a kit containing Required Equipment and Software ordered by you in your Application needed to connect to the Service.

National Broadband Network means the network operated by NBN Co which is intended to provide all premises in Australia with access to a broadband Internet service through optical fibre, wireless or satellite technologies.

NBN Co means NBN Co Limited ABN 86 136 533 741.

NBN Fixed Wireless Customer Access Network means the fixed wireless customer access network that forms part of the National Broadband Network.

NBN Optical Fibre Access Network means the optical fibre customer access network that forms part of the National Broadband Network.

Network Boundary Point means the Ethernet port on the network termination device at your Premises.

SECTION B15: NBN SERVICE DESCRIPTION

Related Body Corporate has the same meaning as in the *Corporations Act 2001 (Cth)*.

Required Equipment includes a modem and any other customer premises equipment that is required to access the Service.

Software means any software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

System Requirements means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our Website.

your Premises means the location at which you request us to provide the Service.

SECTION B16: COMBO BUNDLE SERVICE DESCRIPTION

Customer Relationship Agreement SECTION B16: COMBO BUNDLE SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of this CRA or in clause 6 of this Service Description,

1. ABOUT THE COMBO BUNDLE SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Combo Bundle Service Description of our CRA under which we supply a Combo Bundle Service to you. Prior to the activation of the Combo Bundle Service, the terms and conditions of your previous service provider apply. After activation of the Combo Bundle Service, these terms and conditions apply.

Our CRA Section A, and Section C the Pricing Schedule also applies to the Combo Bundle Service.

Service options

- 1.2 The Combo Bundle Service comprises of the following Service options:

- (a) Broadband1 & Fetch Combo;
- (b) Broadband1 & Mobile Voice Combo;
- (c) Broadband2+ & Fetch Combo;
- (d) Broadband2+ & Mobile Voice Combo.

The service features for all current Service options are described in the Pricing Schedule.

Minimum standards table	Broadband2+ Combos		Broadband1 Combos	
	Fetch TV	Mobile Voice	Fetch TV	Mobile Voice
Broadband	ADSL2+ Home-2	ADSL2+ Home-2	ADSL1 Home-2 Turbo	ADSL1 Home-2 Turbo
PSTN	Phone 3 Residential	Phone 3 Residential	Phone 3 Residential	Phone 3 Residential
Mobile Voice	None	Mobile Voice 1	None	Mobile Voice 1
Fetch TV	iiNet TV with Fetch Starter	None	iiNet TV with Fetch Starter	None
Hardware	BoB2 Rental (or Wireless Bridge)	BoB2 Rental (or Wireless Bridge)	BoB2 Rental (or Wireless Bridge)	BoB2 Rental (or Wireless Bridge)
Protection Pack (Online Vault + Internet Security)	Included	Included	Included	Included
Bundle price	Minimum \$99	Minimum \$99	Minimum \$99	Minimum \$99

- 1.3 The Combo Bundle Service may only comprise of a combination of the following services:

SECTION B16: COMBO BUNDLE SERVICE DESCRIPTION

- (a) Broadband Service:
 - (A) ADSL1: Home-2; Home-3; Home-4
 - (B) ADSL2+: Home-2 Turbo; Home-3; Home-3 Turbo; Home-4; Home-4 Turbo; Home-5; Home-5 Turbo
- (b) Phone Service: Phone 3 Residential
- (c) Mobile Voice or Fetch TV Service:
 - (A) Mobile Voice: Mobile Voice 1; Mobile Voice 2; Mobile Voice 3;
 - (B) Fetch TV: iiNet TV with Fetch Starter; iiNet TV with Fetch Entertainment
- (d) Hardware: BoB2 Rental; Wireless Bridge
- (e) Security Service: Protection Pack; Jumbo Protection Pack

2. THE COMBO BUNDLE SERVICE DESCRIPTION

What is the Combo Bundle Service?

- 2.1 The Combo Bundle Service is a bundle of services sold as a single service. The Combo Bundle Service features Broadband and download quota; Local and National calls on Phone 3 Residential PSTN service; either Fetch TV or Mobile Voice; either BoB2 Rental or Wireless Bridge; and Protection Pack (Internet Security + Online Vault).
- 2.2 The individual service plans are optional, but must meet the minimum standards specified in the Minimum Standards Table in section 1.2.

Service requirements and restrictions

- 2.3 In order to receive the Service you must
 - (a) meet all of our System Requirements; and
 - (b) install, or arrange for the installation of, all the Required Equipment.
- 2.4 The Service is only available in locations that are ADSL enabled. Your ADSL Access Line is subject to a Full Service Qualification.

The Service can only be supplied over a Communications Wire that can be connected to Telstra's local telephone service or another service provider's Telstra local resale service.
- 2.5 You acknowledge that:
 - (a) you may not be able to receive the Service at your location;
 - (b) we do not provide technical support for Services using the ADSL Modem under the following conditions:

SECTION B16: COMBO BUNDLE SERVICE DESCRIPTION

- (A) running internal networks connected to the Service;
 - (B) running network services or providing network services to others via the Service;
 - (C) running connectivity software other than that provided with the ADSL Modem; or
 - (D) Macintosh operating systems below v10.0
- (c) the ADSL Modem only supports a single computer connected to that modem or router;
 - (d) we do not guarantee that the Modem Software or other Software will be compatible with any network of machines.
 - (e) we do not guarantee Internet connectivity through a wireless access point, or the compatibility of a wireless device or connection with Your Equipment and/or network structure;
 - (f) some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service;
 - (g) we cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time as variables such as signal strength, distance from exchange, traffic and load have an effect on the connection speed;
 - (h) we do not guarantee the availability of ports or access to our DSLAM Network;
 - (i) we will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us). This does not limit your right to obtain rebates in some circumstances, as set out in clause 15.2 of the General Terms.

2.6 The following restrictions apply to the use of the Service:

- (a) You must be the Legal Lessee (account holder) of the Access Line or, if you are not the Legal Lessee of the Access Line used to connect to the Service, you have obtained the Legal Lessee's permission to connect the Service; and
- (b) You must be over 18 years of age to apply for the Service.

Contract Term

2.7 We will provide, and you must acquire the Service, in accordance with our CRA for at least the Contract Term. You may cancel the Combo Bundle Service during the Contract Term but you will lose any applicable Combo discount. You may cancel the individual services within the Combo Bundle Service during the Contract Term but you may be required to pay Break Fees as set out in the Pricing Schedule. After the

SECTION B16: COMBO BUNDLE SERVICE DESCRIPTION

end of the Contract Term, we will continue to provide the Service and you will continue to receive the Combo Bundle discount in accordance with our CRA, until the Combo Bundle Service is cancelled or no longer complies with the minimum standards as per clause 1.2.

3. SUSPENSION, VARIATIONS AND CANCELLATIONS

Suspension or Cancellation by Us

- 3.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

Suspension or Cancellation by You

- 3.2 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee as described in the Pricing Schedule.

If you cancel the Service after Activation but before the end of the Contract Term, the Break Fee set out in the Pricing Schedule will apply and you will lose your Combo Bundle Service billing discount.

Subject to the clause 9 of the General Terms (Billing Disputes), you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related iiNet Entity to you

- 3.3 The Combo Bundle Service cannot be suspended by you as there is an on-going cost incurred by us in maintaining the Service with our supplier.

Variations

- 3.4 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

You may upgrade or downgrade a Combo Bundle within the Combo Bundle Service range. A fee for making a variation may apply as described in the Pricing Schedule.

If you vary your Service you are responsible for ensuring that the varied Service selected by you meets your requirements.

The variation of your Service will not affect the duration of the Contract Term.

We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

Cancelling the Combo Bundle Service

- 3.5 To cancel your Combo Bundle Service the authorised account holder must contact iiNet's Support and Billing team on 13 22 58 and request iiNet to cancel the service.

SECTION B16: COMBO BUNDLE SERVICE DESCRIPTION

Relocating your Combo Bundle Service

- 3.6 The Service and its constituent products may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing Service.
- 3.7 If the Service (including all constituent products) is available at your new Premises:
- (a) we may accept your Application and provide the Service at your new Premises; and
 - (b) we will charge you a setup fee as specified in the Pricing Schedule.
- 3.8 If one or more of the Service's constituent products is not available at your new Premises and you move before the end of the Contract Term:
- (a) and you elect to obtain an alternative service from us at your new address, we will waive any Break Fee payable, but we may charge you a Downgrade Fee as specified in the Pricing Schedule if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).
 - (b) and we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then the Break Fee will be payable.

4. COMBO BUNDLE SPECIFICS

Application, Installation and Provisioning

- 4.1 As the Combo Bundle Service is a bundle of constituent products, information for the Application, Installation and Provisioning processes for each individual product can be found in its respective Service Description in the CRA.
- 4.2 Some products within the Combo Bundle Service are requirements for other products to provision. The Provisioning process will be ordered roughly as follows:
- (a) Phone product provisioning;
 - (b) Broadband product provisioning;
 - (c) Fetch TV or Mobile Voice provisioning; Hardware dispatch; Protection Pack provisioning.

The above provisioning process is only to be used as a guide.

Billing and fees

- 4.3 As the Combo Bundle Service is a bundle of constituent products, information for the Billing for each individual product can be found in its respective Pricing Schedule in the CRA.
- 4.4 The minimum monthly total price as stated in the Combo Bundle Service Pricing Schedule is a minimum cost only. The monthly price will increase as a result of plan

SECTION B16: COMBO BUNDLE SERVICE DESCRIPTION

upgrades beyond the minimum standards. Other reasons for an increased monthly cost include (but are not limited to):

- (a) Mobile, International, 13 and Premium calls made from the Phone 3 Residential Service;
 - (b) Calls outside of your included Mobile Voice call value, excess calls, excess data;
 - (c) FetchTV movie rentals.
- 4.5 The Broadband Setup Fee as specified in the Pricing Schedule is waived for all Broadband Services that are provisioned as a part of a Combo Bundle Service.
- 4.6 The monthly invoice for a Combo Bundle Service will include the standard retail price for all individual constituent products included in the Combo. It will also include the applicable Combo discount credit.
- 4.7 The Combo Bundle discount (as specified in the Combo Retail Value and Discounts section of the Combo Pricing Schedule, Section C9) will apply only when all constituent services in the Combo Bundle have been activated. Prior to the activation of all constituent services with the Combo Bundle, each constituent service will be billed at individual retail value (RRP).
- 4.8 Failure to activate all constituent services of the Combo Bundle will result in a loss of the Combo Bundle Discount.

Contracts

- 4.9 Upon application for the Combo Bundle Service, a new or renewed 24-month contract will apply to the constituent Broadband Service; BoB2 Rental Service (if selected); and Fetch TV Service (if selected). Contract break fees will only be applied if any of the aforementioned Services under contract is cancelled while still in contract.
- 4.10 Both while in contract and after contracts periods have passed, you will continue to receive the Combo Bundle Service discount until one or more constituent services are cancelled; or until one or more constituent products changes such that they no longer meet the Minimum Standards as specified in Combo Service Description Section 1.2.

5. DEFINITIONS

Combo Bundle Service means the service as described in Clause 2.1. It may also be referred to simply as a “Combo”.

Constituent Service or **Constituent Product** means a constituent service of the Combo Bundle Service as described in Clause 2.1.

SECTION B17: FIBRE HFC SERVICE DESCRIPTION

Customer Relationship Agreement SECTION B17: FIBRE HFC SERVICE DESCRIPTION.

Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of this CRA.

1. ABOUT THE FIBRE HFC SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Fibre HFC Service Description of our CRA under which we supply a Fibre HFC Service to you. Prior to the activation of the Fibre HFC Service, the terms and conditions of your previous service provider apply. After activation of the Fibre HFC Service, these terms and conditions apply.
- 1.2 Section A (General Terms), and Section C (Pricing Schedule) also apply to the Fibre HFC Service.

2. THE FIBRE HFC SERVICE

What is the Fibre HFC Service?

- 2.1 The Fibre HFC service will be delivered using hybrid fibre/coaxial cable technology, so you get access to fast and high quality home broadband.

Service requirements and restrictions

- 2.2 In order to receive the Fibre HFC Service you must
 - (a) Meet all of our System Requirements (**System Requirements** means the pre-requisite computer hardware and operating systems required for installation and customer support as specified on our support page on our Website); and
 - (b) Allow access to our technicians or contractors to install, or arrange for the installation of, all the required equipment.
- 2.3 The Service is only available in locations which are sites enabled by TransACT HFC technology.
- 2.4 You acknowledge that:
 - (a) you may not be able to receive the Service at your location;
 - (b) we do not provide technical support for Services under the following conditions:
 - (A) running internal networks connected to the Service;
 - (B) running network services or providing network services to others via the Service;
 - (C) running connectivity software other than that provided with the Modem; or

SECTION B17: FIBRE HFC SERVICE DESCRIPTION

- (D) Macintosh operating systems below v10.0
 - (c) the Arris Touchstone CM820a Modem (**Cable Modem**) supports only 1 directly connected computer or router.
 - (d) we do not guarantee that the Cable Modem or other software will be compatible with any network of machines.
 - (e) we do not guarantee Internet connectivity through a wireless access point, or the compatibility of a wireless device or connection with Your Equipment and/or network structure;
 - (f) some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service;
 - (g) we cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time.
 - (h) we will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us). This does not limit your right to obtain rebates in some circumstances, as set out in clause 15.2 of the General Terms.
- 2.5 You must be over 18 years of age to apply for the Service.

Contract Term

- 2.6 We will provide, and you must acquire the Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the end of the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

3. INSTALLING THE SERVICE

- 3.1 We will notify you of service activation via the email address provided on your Application or via SMS to the mobile number provided on your Application.
- 3.2 We will endeavour to deliver any hardware purchased promptly after approval of your Application.
- 3.3 You acknowledge that we may activate the Service before delivering the hardware.
- 3.4 You will be responsible for the cost of any third party services that may be required in relation to the installation of the Service to the Premises (eg electrician or licensed cabler).
- 3.5 If you notify us that your hardware contains faulty components, you must give us sufficient information to assess the hardware including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

SECTION B17: FIBRE HFC SERVICE DESCRIPTION

4. SOFTWARE

- 4.1 We may choose to provide you with Cable Modem software and other software for use with the Service (**Software**).

Licence to use

- 4.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Software subject to this clause 4 and any end user agreement provided with the Software at the time of installation.

Restrictions on Use

- 4.3 Where we provide Software to you, you must:
- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional computers corresponding to the number of any additional users you have requested. If you have requested additional users, we will give you the number of licenses that corresponds to the number of additional users requested;
 - (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer or create any derivative works based on the Software or merge the Software with any other software, except where permitted by the *Copyright Act 1968*;
 - (c) only use the Software in accordance with our reasonable directions from time to time;
 - (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
 - (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
 - (f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.
- 4.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

5. EQUIPMENT

- 5.1 We will provide you with the Cable Modem you order from us in your Application. Risk and title in the Cable Modem passes to you on delivery.
- 5.2 Subject to our repair obligations under the warranty specified in the Pricing Schedule, the operation of the Cable Modem and any repairs to it will be your responsibility.

SECTION B17: FIBRE HFC SERVICE DESCRIPTION

6. FIBRE HFC SPECIFICS

Terms and conditions general

- 6.1 The Fibre HFC Service is a broadband service delivered over a hybrid network of fibre optic communications cable. Broadband provides access to the Internet and related services, such as email and the world wide web.
- 6.2 Fibre HFC can only be provided in those premises in which the necessary infrastructure has been installed.
- 6.3 You are responsible for all wiring at your Premises.
- 6.4 Where wiring does not exist or you have a fault with your wiring, you can arrange for your own contractor to perform the work required to install or fix this wiring. Alternatively after service activation you may lodge a fault with us and we will arrange a technician to attend your Premises (you must be at the Premises as required at the time the technician attends the Premises to fix the fault). The technician will quote you a variable fee for service based on any work required.

Fault reporting and restoration

- 6.5 If your Service is faulty, in most cases you will be required to be at the Premises where the Service is installed for the fault to be fixed. If we require you to be at the Premises during fault fixing, we or our contractor will contact you to arrange a suitable time.
- 6.6 If you lodge a fault on the Service and a technician has attended your Premises, and the fault is found to be within Your Equipment (excluding where the fault is isolated to your wiring under which clause 6.7 applies), you will be required to pay an Incorrect Call-Out Fee (as specified in the Pricing Schedule).
- 6.7 If you lodge a fault on the Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you can arrange for your own contractor to perform the work required to install or fix this wiring, or you can request that we perform the required work. If requested, we will arrange a technician to attend your premises for which you must be in attendance, and prior to commencing the work the technician will quote you a variable fee for service based on the work required.

Cancellation

- 6.8 To cancel your Service the authorised account holder must contact us and we will cancel the Service, subject to proof of identify and other requirements.

Other Information relating to the Fibre HFC Service

- 6.9 You acknowledge and agree that:
- (a) the same incentives and benefits (for example, discount plans and any concessions) available from your previous service provider may not be available for the Service;
 - (b) prior to the date that the Service is provided by us, any content and/or carriage services provided over the relevant telephone line will be provided by your previous service provider;

SECTION B17: FIBRE HFC SERVICE DESCRIPTION

- (c) you will contact your previous service provider in relation to the provision of services and any faults relevant to the telephone line in the period prior to the date that the Service is provided by us;
- (d) our staff or representatives and/or your previous service provider may need to access your Premises for the purposes of installation or maintenance work;
- (e) if you make an Application for the Service, any pending orders in relation to your existing service will be cancelled;
- (f) whether or not we provide the Service to you is dependent on a number of factors including availability of the Service. The availability of the Service also varies depending on the geographic and technical capability of the underlying Network;
- (g) to receive the Service, you are required to have the Cable Modem. We are under no obligation to provide the Service to you if you do not have the Cable Modem;
- (h) if we agree to provide the Service to you, we will advise you if there is any significant delay during the Application process.

7. SERVICE CHARGES AND BILLING

Service charges

- 7.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application.
- 7.2 The charges for the Service will depend on the Service options, features and characteristics for each Service option selected by you in your Application.

Billing

- 7.3 We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule.
- 7.4 Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed-paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

Variation of charges

- 7.5 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

Commencement of charges

- 7.6 Service charges will accrue from:
 - (a) the date on which the Service is first connected; or
 - (b) 14 days after the service activation,

SECTION B17: FIBRE HFC SERVICE DESCRIPTION

which ever happens first.

Payment

7.7 You must pay the charges for the Service:

- (a) by direct debit payment from your credit card or nominated bank account; or
- (b) by an acceptable method as described on your invoice.

7.8 If you provide us with your credit card details for the purposes of paying for the Service, we may:

- (a) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 7.6;
- (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
- (c) take steps to verify that there is sufficient funds available on your credit card account to pay for invoiced fees; and
- (d) charge any Break Fee payable under clauses 9.3 to your credit card immediately on notice of cancellation of the Service.

7.9 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).

7.10 Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clause 15.2 of the General Terms, you must continue to pay the charges for the Service even if:

- (a) your computer is not working;
- (b) you actively cease using the Service for any reason in circumstances where the Service is available for use; or
- (c) the Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.

8. MONTHLY USAGE ALLOWANCE AND SHAPING

Monthly Usage Allowance

8.1 Each Fibre HFC Pricing Plan provides a Monthly Usage Allowance that represents the maximum Usage that can be used at high speed during a Billing Month (regardless of the number of days in that month). Barring Exempted Sites, all traffic is counted towards the Monthly Usage Allowance on the Service.

8.2 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service (**Billing Month**). Your amount of data Usage (measured in Megabytes) applies to a combination of Downstream and Upstream data.

SECTION B17: FIBRE HFC SERVICE DESCRIPTION

Shaping

- 8.3 If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Service will be Shaped (Downstream and Upstream).
- 8.4 Your Service will remain Shaped until the commencement of the next Billing Month. Any unused Monthly Usage Allowance in any Billing Month cannot be rolled over into subsequent Billing Months.
- 8.5 Your Service is shaped during the period (On Peak or Off Peak) in which you have exceeded your Usage.
- 8.6 You may purchase additional quota for your plan by adding a Data Pack as outlined in the Pricing Schedule. Quota is added to either period (On Peak or Off Peak). Any unused allowance in your Data Pack in any Billing Month cannot be rolled over into subsequent Billing Months.

Monitoring your Usage

- 8.7 We may notify you by email to your email address provided by you from time to time, when your Usage has exceeded the Monthly Usage Allowance. We reserve the right to monitor any additional Usage whilst access to your Service is Shaped.
- 8.8 An online Usage monitoring application is provided on our web page to allow you to view your Usage for the current Billing Month.

9. CANCELLATION, SUSPENSION AND VARIATION

Cancellation or suspension by us

- 9.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

Cancellation or suspension by you

- 9.2 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 9.3.
- 9.3 If you cancel the Service after service activation but before the end of the Contract Term, the Break Fee set out in the Pricing Schedule will apply. Subject to the clause 9 of the General Terms (Billing Disputes), you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related iiNet Entity to you.
- 9.4 The Fibre HFC Service cannot be suspended by you as there is an on-going cost incurred by us in maintaining the connection with our supplier.

Variations

- 9.5 You may vary a Fibre HFC Pricing Plan within the Service range to another Fibre HFC Service Pricing Plan within that range. A fee for making a variation may apply as described in the Pricing Schedule.

SECTION B17: FIBRE HFC SERVICE DESCRIPTION

- 9.6 If you vary your Service or Fibre HFC Pricing Plan by using the online Toolbox, you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 9.7 The variation of your Service or Fibre HFC Pricing Plan will not affect the duration of the Contract Term.
- 9.8 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

10. FIBRE HFC SERVICE AND MOVING PREMISES

Cancellation or disconnection of your Fibre HFC Service

- 10.1 To cancel your Service the authorised account holder must contact us and request us to cancel the service, subject to proof of identity and other requirements.

Moving Premises

- 10.2 The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing Service.
- 10.3 If the Service is available at your new Premises:
- (a) we may accept your Application and provide the Service at your new Premises; and
 - (b) we will charge you a setup fee as specified in the Pricing Schedule.
- 10.4 If the Service is not available at your new Premises and you move before the end of the Contract Term and:
- (a) you elect to obtain an alternative service from us at your new address, we will waive any Break Fee payable under clause 9.3, but we may charge you a Downgrade Fee as specified in the Pricing Schedule if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).
 - (b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then the Break Fee payable under clause 9.3 will apply.

11. CUSTOMER SUPPORT

Fault reporting and rectification

- 11.1 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.

SECTION B17: FIBRE HFC SERVICE DESCRIPTION

- 11.2 We will use reasonable endeavours to rectify the fault within 72 working hours after you report a fault to us in accordance with clause 11.1. However, depending on the nature of the fault, rectification may take longer than 72 working hours.
- 11.3 We provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated additional users for the Service), networking devices or local area networks to the Service.

Back-Up Service

- 11.4 As there is no telephone line associated with this service, the backup Dialup Service may only be accessed where a PSTN service exists.

Warranty

- 11.5 We provide the warranty periods specified in the Pricing Schedule at no extra cost, for the Cable Modem we supply to you. The warranty periods do not apply where you have supplied your own modem or other equipment.

Software

- 11.6 We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.

12. USE OF THE SERVICE

- 12.1 When using the Service you must comply with:
- (a) our CRA, including clause 4 of the General Terms, and this clause 12; and
 - (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network on which your data transmits.
- 12.2 Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).
- 12.3 You must ensure that any software you use in relation to the Service is properly licensed.
- 12.4 The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.
- 12.5 All IP addresses provided by us for your use remain our property. Most Services include a dynamic IP address. A new IP address is usually allocated whenever the computer and modem are rebooted. The IP address remains until the next time the computer and modem are switched off. Where provided, you may configure your computer or modem to connect using a static IP address.
- 12.6 We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:

SECTION B17: FIBRE HFC SERVICE DESCRIPTION

- (a) deleting transitory data that has been stored on our servers for longer than 90 days;
 - (b) deleting stored email messages that are older than 90 days;
 - (c) rejecting any incoming email messages and attachments that exceed 30 Megabytes (including encapsulation);
 - (d) delivering access and content via proxy servers;
 - (e) limiting the number of addresses to whom an outgoing email can be sent;
 - (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
 - (g) managing the Network to prioritise certain types of Internet traffic over others; and
 - (h) blocking or filtering specific Internet ports.
- 12.7 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 12.8 You may request additional users on the Service in accordance with the Pricing Schedule.
- 12.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 12.10 We may monitor use of the Service to investigate a breach (or suspected breach) of the Fair Use Policy or upon the request of an authorised authority.
- 12.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

SECTION B18: PIIIX™ SERVICE DESCRIPTION

Customer Relationship Agreement SECTION B18: PIIIX™ SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of this CRA.

1. ABOUT THE PIIIX™ SERVICE DESCRIPTION

About our Customer Relationship Agreement

- 1.1 This is the Piix™ Service Description of our CRA under which we supply the Piix™ Service and Piix™ device to you. Section A General Terms and Section C Pricing Schedule of our CRA also apply to the Piix™ Service and Piix™ device.

Service Options

- 1.2 Options for the Piix™ Service (if any) are set out in the Pricing Schedule.

2. THE PIIIX™ SERVICE

What is the Piix™ Service?

- 2.1 The Piix™ Service is associated with your Piix™ device. It is provided via a SIM card that is inserted into the Piix™ device, which allows you to receive supported image, video and audio files via MMS. The Piix™ Service receives files via the 3G network owned by Optus Mobile (**Optus Network**). Depending on your chosen plan, the device used and network availability, the Piix™ Service uses:

- (a) the 2100MHz/900MHz frequency bands of the Optus Network (**3G Dual Band Network**); or
- (b) the 2100MHz frequency band of the Optus Network (**3G Single Band Network**).

- 2.2 Coverage for the Piix™ Service is not available in all areas. Coverage is available in areas of Optus Network coverage only.

Service Term

- 2.3 No Contract Term applies to the Piix™ Service. Instead, you are provided with:
- (a) a Piix™ device indefinitely; and
 - (b) the Piix™ Service for a specified service term, which is set out in the Pricing Schedule section of the CRA (**Service Term**).
- 2.4 We will provide the Piix™ Service in accordance with our CRA for, at least, the Service Term. You may cancel the Piix™ Service at any time during the Service Term without any applicable Break Fees.
- 2.5 At the end of the Service Term, we will continue to provide you with the Piix™ Service for no monthly fee until it is cancelled in accordance with the CRA, however, we may contact you to confirm whether you still require the Piix™ Service.

SECTION B18: PIIX™ SERVICE DESCRIPTION

- 2.6 You will be given at least 90 days' notice of any billing changes to your Piix™ Service.

Service Requirements

- 2.7 To receive the Piix™ Service you must:
- (a) meet any applicable system requirements; and
 - (b) have the equipment referred to in clause 3 below.
- 2.8 The Piix™ Service is only available in the areas described in clause 4 below.
- 2.9 You acknowledge that:
- (a) you may not be able to receive the Piix™ Service at your location;
 - (b) we do not provide technical support for the Piix™ Service where it is used in relation to devices other than the Piix™ device;
 - (c) we do not guarantee that the Piix™ device and Piix™ Service will be compatible with any particular mobile devices; and
 - (d) we will use due care and skill in providing the Piix™ Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Piix™ Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Piix™ Service's reliance on systems and services not owned or controlled by us). This does not limit your right to obtain rebates in some circumstances as set out in clauses 15.2 to 15.5 of the General Terms.

3. EQUIPMENT

- 3.1 To connect to the Piix™ Service you will need the following equipment:
- (a) a Piix™ device and power; and
 - (b) an Australian power outlet; and
 - (c) either:
 - (i) a mobile phone service that is capable of sending MMS; or
 - (ii) an SD memory card.

4. COVERAGE

Service availability

- 4.1 The Piix™ Service is only available within the Optus Network coverage area and is subject to network availability.

Coverage Area

- 4.2 It is your responsibility to establish whether the location at which you wish to use the Piix™ Service is within the Optus Network coverage area. To assist you, we provide coverage maps which are available on our Website at the following link: <http://www.iinet.net.au/internet/broadband/mobile/coveragemap/>

SECTION B18: PIIX™ SERVICE DESCRIPTION

Grace Return Process

4.3 If:

- (a) your principal place of usage of the Piix™ Service is within the Optus 3G Dual Band Network or 3G Single Band Network area; and
- (b) within 10 days from the date of the Piix™ Service activation, you report to us any coverage related issues relating to the use of the Piix™ Service at your principal place of usage,

then, subject to clauses 4.4 and 4.5, we may allow you to cancel the Piix™ Service without incurring a Break Fee and we will refund to you any upfront fees that you have paid to us in relation to the Piix™ Service (for the avoidance of doubt, this does not include any fees relating to any other services that may be bundled with your Piix™ Service).

4.4 If we agree to exercise the Grace Return Process, we will send you a return freight bag and you must return to us, in its original condition, any equipment supplied to you by us in connection with the Piix™ Service (Service Equipment) within 21 days from the date you receive the return freight bag and pay;

- (a) any excess usage costs incurred; and
- (b) a Postage and Handling fee in accordance with the Pricing Schedule.

4.5 If we agree to exercise the Grace Return Process and you fail to return the Service Equipment to us within 21 days from the date you receive the return freight bag, you will be charged the relevant Break Fee plus any excess usage fees.

5. WARRANTY

5.1 Where we supply the Piix™ device to you, we provide the warranty specified in the Pricing Schedule at no extra cost.

6. FAULTS AND RETURNS

6.1 If you become aware of any fault with the Piix™ Service, you must immediately report the fault to us by telephoning or emailing a Customer Service Representative.

6.2 If you become aware of any fault with the Piix™ device, you must:

- (a) report the fault to us by telephoning or emailing a Customer Service Representative; and
- (b) test the Piix™ device in accordance with the troubleshooting procedure as instructed by our Customer Service Representative.

6.3 If we determine, in our sole discretion, that the Piix™ device is faulty and the fault occurred within the applicable warranty period, we will ship a replacement to you along with a return satchel, which will arrive within 7 working days.

6.4 You must return the faulty Piix™ device within 14 days of receipt of the return satchel.

SECTION B18: PIIIX™ SERVICE DESCRIPTION

- 6.5 If we determine that the warranty for the Piix™ device has been voided by you for any reason, you will have the choice of:
- (a) being charged for the replacement; or
 - (b) opting to have the original, faulty Piix™ device returned to you, provided you pay the cost of postage.
- 6.6 If we determine that the fault with the Piix™ device occurred outside of the warranty period for that Piix™ device, you will not be provided with a replacement.

7. QUOTA & CAP

- 7.1 The Piix™ Service may receive unlimited inbound MMS messages. Any other use of the Piix™ Service, including, but not limited to, outbound SMS, outbound MMS and inbound and outbound calls, is barred from the Piix™ Service. Attempting to use barred features of the SIM will void warranty and risk termination of the Piix™ Service.

8. CANCELLATION, SUSPENSION AND VARIATIONS

Cancellation or suspension by us

- 8.1 We may cancel, suspend or restrict the supply of the Piix™ Service to you in accordance with the General Terms of our CRA.
- 8.2 Our rights to suspend or cancel the Piix™ Service under this clause 8, or any other clause of this Service Description, are in addition to our rights to suspend or cancel the Piix™ Service under the General Terms of our CRA.

Cancellation or suspension by you

- 8.3 You may cancel the Piix™ Service at any time by contacting us and verifying your identity.
- 8.4 The Piix™ Service cannot be suspended by you as we incur an on-going cost for maintaining the connection with the Supplier.

SECTION B19: BUDII™ DEVICE DESCRIPTION

Customer Relationship Agreement SECTION B19: BUDII™ DEVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Device Description are defined in the General Terms of this CRA.

1. ABOUT THE BUDII™ DEVICE DESCRIPTION

About our Customer Relationship Agreement

- 1.1 This is the Budii™ Device Description of our CRA under which we supply the Budii™ device (**Budii™ Device**) and associated devices to you.
- 1.2 Section A General Terms and Section C Pricing Schedule of our CRA also apply to the Budii™ Device.

Device Options

- 1.3 Options for the Budii™ Device are set out in the Pricing Schedule.

2. THE BUDII™ DEVICE

- 2.1 The Budii™ Device is a wireless, 7 port, gigabit Ethernet modem that allows for Ethernet or wireless internet connection.
- 2.2 The following devices are available for use with the Budii™ Device:
 - (a) DECT touchscreen handset (**Handset**); and
 - (b) 7 inch DECT Android tablet (**Tablet**).
- 2.3 The Budii™ Device allows you to connect multiple devices to broadband or fibre internet services via an Ethernet or wireless connection.

Purchase and Rental Options

- 2.4 The Budii™ Device, Handset and Tablet (the **Hardware**) are available:
 - (a) for purchase outright;
 - (b) for purchase in conjunction with one of our xDSL or fibre services for a minimum contract period of 24 months; or
 - (c) for rent in conjunction with one of our xDSL or fibre services for a minimum contract period of 24 months,at the prices set out in the Pricing Schedule.
- 2.5 If you rent the Hardware in conjunction with one of our xDSL or fibre services, on expiry of the minimum contract period of 24 months, you may:
 - (a) continue to rent the Hardware by paying the applicable monthly rental fee set out in the Pricing Schedule; or

SECTION B19: BUDII™ DEVICE DESCRIPTION

- (b) cancel your rental of the Hardware without incurring any Break Fees, in which case you must return the rental Hardware to us or else you must pay a non-return fee as set out in the Pricing Schedule.

3. EQUIPMENT AND SERVICE REQUIREMENTS

Service requirements

3.1 In order to use the Hardware, you must:

- (a) have an active xDSL broadband or fibre service; and
- (b) meet all service requirements for that xDSL or fibre service.

Equipment requirements

3.2 To use the Budii™ Device, you will need:

- (a) a Budii™ Device and power connection;
- (b) an Australian power outlet;
- (c) a connection point to which a working xDSL or fibre service is attached and active; and
- (d) a computer, laptop, tablet, smart phone or other device capable of browsing.

3.3 To use the Handset, you will need:

- (a) a Budii™ Device;
- (b) a Handset and power connection;
- (c) an Australian power outlet; and
- (d) either a connection point to which a working PSTN service is attached and active or a VoIP account with us.

3.4 To use the Tablet, you will need:

- (a) a Budii™ Device;
- (b) a Tablet and charger; and
- (c) an Australian power outlet.

4. CHARGES AND BILLING

Charges

4.1 You must pay the charges for the Hardware set out in the Pricing Schedule in accordance with the General Terms and any applicable provisions in the Pricing Schedule.

Payment

4.2 Payment of the charges for the Hardware is due as follows.

- (a) **Purchase:** You must pay the applicable charges upfront.

SECTION B19: BUDII™ DEVICE DESCRIPTION

(b) Rental:

- (i) We will endeavour to bill you for the applicable monthly rental charges on the same day each month commencing from the Service Commencement Date for your 24 month contract.
- (ii) Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed paper invoices requested by you will incur a monthly fee per invoice as set out in the Pricing Schedule. An itemised bill is available online through our customer account management (Toolbox) website using the call tracker and is available 24 hours, 7 days a week.
- (iii) You must pay the monthly rental charges by direct debit payment from your credit card or nominated bank account.
- (iv) If you choose to provide us with your credit card details for the purposes of paying the monthly rental charges, we may:
 - (A) charge all fees to your credit card on a monthly basis from the Service Commencement Date;
 - (B) disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and
 - (C) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- (v) If a direct debit from your bank account or from your credit card is declined for any reason we may impose a decline fee (as set out in the Pricing Schedule).

Variation of charges

- 4.3 We may vary the charges for the Hardware set out in the Pricing Schedule from time to time. We will give you not less than 30 days prior notice of such variations by one of the methods of giving notice listed in the General Terms.
- 4.4 If the variation has more than a minor detrimental impact on you, you may cancel your contract in accordance with the General Terms.

5. WARRANTY

- 5.1 Where we supply the Hardware to you, we provide the warranty specified in the Pricing Schedule at no extra cost.

6. FAULTS AND RETURNS

- 6.1 If you become aware of any fault with the Hardware, you must:
 - (a) report the fault to us by telephoning or emailing a Customer Service Representative; and
 - (b) test the relevant Hardware in accordance with the troubleshooting procedure as instructed by our Customer Service Representative.

SECTION B19: BUDII™ DEVICE DESCRIPTION

- 6.2 If we determine, in our sole discretion, that the relevant Hardware is faulty and the fault occurred within the applicable warranty period, we will ship a replacement to you along with a return satchel, which will arrive within 7 working days.
- 6.3 You must return the faulty Hardware within 14 days of receipt of the return satchel.
- 6.4 If we determine that the warranty for the relevant Hardware has been voided by you for any reason, you will have the choice of:
- (a) being charged for the replacement; or
 - (b) opting to have the original, faulty Hardware returned to you, provided you pay the cost of postage.
- 6.5 If we determine that the fault with the relevant Hardware occurred outside of the warranty period for that Hardware, you will not be provided with a replacement.

7. CANCELLATION

- 7.1 **Purchase or Rental in conjunction with xDSL or fibre service:** If you cancel your xDSL or fibre service prior to the expiry of the 24 month minimum contract period, you will be charged a Break Fee in accordance with the Contract Break Fees section of the Pricing Schedule.
- 7.2 **Rental in conjunction with xDSL or fibre service:** Without limiting clause 7.1, if you cancel your xDSL or fibre service or cease to make rental payments prior to expiry of the 24 month minimum contract period, you must return the rental Hardware to us. If you fail to return the rental Hardware, you will be charged a non-return fee in accordance with the Contract Break Fees section of the Pricing Schedule.

SECTION C : PRICING SCHEDULE

Customer Relationship Agreement SECTION C: PRICING SCHEDULE

The charges and costs of those products and services which are currently available and listed on our Website are listed below. For information on grandfathered (or legacy) products and additional services offered, please reference our Website for the Service Schedule.

All prices are GST inclusive unless otherwise noted.

1. PHONE SERVICES

Home Phone Full Phone Service	Monthly fee	Call Costs
Home Phone Residential monthly line rental	\$29.95	-
Home Phone Residential local calls		\$0.20/call
Home to mobile calls	-	\$2.48 for up to 20 minutes 37c/min variable rate 39c flagfall
13, 1300 calls	-	\$0.30 per call
National Calls	-	\$1.98 for up to 2 hours 17c min variable rate 39c flagfall
International Calls	-	\$1.98 for up to 30 minutes for 20 countries 17c variable rate 39c flagfall for other countries charges will vary see our Website.
1414 Override Calls	-	Not recommended. Charges will vary.
Other Calls: For example, Information services calls, Domestic Satellite Calls, Directory Assistance, Call Connect, Sensis Calls, Reverse Charge, Conference Calls, ISDN, Telecard Calls,	NA	Charges will vary based on service used and call duration.

SECTION C : PRICING SCHEDULE

Reverse Charge International, non-local fixed price.		
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Phone 3 Full Phone Service	Monthly fee	Call Costs
Phone 3 Residential monthly line rental	\$49.95	-
Phone 3 Residential local calls		\$0.00/call* Fair Use Policy applies
Home to mobile calls	-	\$2.48 for up to 20 minutes 37c/min variable rate 39c flagfall
13, 1300 calls	-	\$0.30 per call
National Calls	-	\$0.00/call* Fair Use Policy applies
International Calls	-	\$1.98 for up to 30 minutes for 20 countries 17c variable rate 39c flagfall for other countries charges will vary see our Website.
1414 Override Calls	-	Not recommended. Charges will vary.
Other Calls: For example, Information services calls, Domestic Satellite Calls, Directory Assistance, Call Connect, Sensis Calls, Reverse Charge, Conference Calls, ISDN, Telecard Calls, Reverse Charge International, non-local fixed price.	NA	Charges will vary based on service used and call duration.

Phone 2 Full Phone Service	Monthly fee	Call Costs
Line Rental	\$31.95	
Local Calls		17c per call
National Long Distance Rate		15c per minute Capped at \$1.98 for 2 hours

SECTION C : PRICING SCHEDULE

Calls to Mobiles		33c per minute Capped at \$1.98 for 10 minutes
Top International Countries		15c per minute capped at \$1.98 for 30 minutes for Top 10 Countries
13 & 1300 Calls		30c per call

Business Phone	Monthly fee	Call Costs
Business Phone monthly line rental	\$30.00	-
Business Phone Residential local calls		\$0.00/call* Fair Use Policy applies
Home to mobile calls	-	\$2.48 for up to 20 minutes 37c/min variable rate 39c flagfall
13, 1300 calls	-	\$0.30 per call
National Calls	-	\$0.00/call* Fair Use Policy applies
International Calls	-	\$1.98 for up to 30 minutes for 20 countries 17c variable rate 39c flagfall for other countries charges will vary see our Website.
1414 Override Calls	-	Not recommended. Charges will vary.
Other Calls: For example, Information services calls, Domestic Satellite Calls, Directory Assistance, Call Connect, Sensis Calls, Reverse Charge, Conference Calls, ISDN, Telecard Calls, Reverse Charge International, non-local fixed price.	NA	Charges will vary based on service used and call duration.

No Setup Fee

SECTION C : PRICING SCHEDULE

Phone plans require credit card or direct debit payment only

Calls to mobile phones from Netphone and fixed line phone products are charged in 30 second blocks.

A 37c call connection fee applies to mobile, national long distance and international calls. Call caps available anytime and include 37c call connection fee.

International Top 10 includes Canada, France, Germany, Hong Kong, Netherlands, New Zealand, Singapore, Ireland, UK & USA

International calls using 0011 prefix only. Calls made using 0015 and 0018 prefixes are not included. Top international rates and caps apply to physical landlines in Top Countries only. International mobiles & special services numbers not included

* The iiNet Fair Use Policy applies to “Free *local* Calls” refer to Section D(i) & (ii). The iiNet Fair Use Policy applies to “Free *National* Calls” refer to Section D(i) & (ii). National calls are defined as Australian Geographic numbers (those prefixed with an area code) and would not include Premium services such as 13xx, 19xx, 18xx.

Phone Advantage Full Phone Service	Monthly fee	Call Costs
Residential	\$34.95	\$0.17 per call
Business	\$40.95	\$0.16 per call
Home to mobile calls	-	\$2.48 for up to 20 minutes 37c/min variable rate 39c flagfall
iiNet Netphone	NA	As per iiNet Netphone call costs below.
13, 1300 calls	-	\$0.30 per call
National Calls	-	\$1.98 for up to 2 hours 17c min variable rate 39c flagfall
International Calls	-	\$1.98 for up to 30 minutes for 20 countries

SECTION C : PRICING SCHEDULE

		17c variable rate 39c flagfall for other countries charges will vary see our Website.
1414 Override Calls	-	Not recommended. Charges will vary.
Other Calls: For example, Information services calls, Domestic Satellite Calls, Directory Assistance, Call Connect, Sensis Calls, Reverse Charge, Conference Calls, ISDN, Telecard Calls, Reverse Charge International, non-local fixed price.	NA	Charges will vary based on service used and call duration.

No Setup Fee

Phone plans require credit card or direct debit payment only

Calls to mobile phones from Netphone and fixed line phone products are charged in 30 second blocks.

iiPhone or OzEphone Full Phone Service #	Monthly fee	Call Costs
iiPhone Residential	\$33.36 Telstra Wholesale Line Increase	\$0.18/call
iiPhone Business	\$40.95	\$0.16/call
Home to mobile calls	-	\$0.33 per minute, plus \$0.39 flagfall
13, 1300 calls	-	\$0.30 per call
125	-	\$0.50
National Calls	-	\$0.50/3 minutes \$1.00/10 minutes \$1.50/20 minutes \$2.50/1 hour

SECTION C : PRICING SCHEDULE

		15 c/min after 1 hour
International Calls	-	See Red, Yellow and Blue Zone block rates on our Website. For other countries charges will vary – see our Website.
Other Calls: For example, Information services calls, Domestic Satellite Calls, Directory Assistance, Call Connect, Sensis Calls, Reverse Charge, Conference Calls, ISDN, Telecard Calls, Reverse Charge International, non-local fixed price.	NA	Charges will vary based on service used and call duration.
1414 Override Calls	-	Not recommended. Charges will vary.

New Services no longer available

Calls to mobile phones from Netphone and fixed line phone products are charged in 30 second blocks.

Phone Connection/Reconnection Fees	
Telephone line connection: A working telephone socket exists from a previous connection and a technician is not required to visit your property or premises	\$59
Telephone line connection with a technician visit: A previous telephone service existed at your premises and a technician is required to visit your property/premises to reconnect existing suitable cabling at the distributor and/or the first socket	\$125
New Telephone line connection with a technician visit: (a) New telephone line connection - a telephone service has not previously been connected at your property or premises (although we may have previously installed cabling to your property or premises and you may be able to hear a dial tone); or (b) Telephone line connection with a technician visit with cabling work - a previous telephone service existed at your property or premises and one of our technicians is required to visit your property or premises to install and/or work on the cabling up to the first socket in the property or premises	\$299

SECTION C : PRICING SCHEDULE

Change of Lessee	\$59
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Telephony Credit Management **\$2.86 once-off per occasion**

Call Connect **\$1.10 per use – added to regular call cost**

Home Phone /Phone Advantage /iiphone/OzEphone Optional Services	Fee for Services	Additional Charges
Call Forward	Nil	Standard call charges apply to forwarded calls
Call Return	Nil	Standard call charges apply
3-Way Chat	Nil	Standard call charges apply
Call Back	Nil	Standard call charges apply
Call Waiting	Nil	-
Message Bank	\$6.00/month	Standard call charges apply
Calling Number Display	\$6.00/month	-
Multiple Number	\$6.00/month	-
Call Forward Selected Caller	\$2.20/month	Standard call charges apply for forwarded calls
Remote Access	\$2.20/month	Standard call charges apply
Smart Ring	\$4.40/month	-
Dual Phone and Fax Multiple Number	\$6.00/month	-
Line Hunt	\$3.25/month, once off connection charge of \$57.75. Changes or additions \$57.75 per occasion	-
Silent Number	\$2.93/month	-
Call Diversion (Number Only)	\$29.95/month	Call connection fee for STD distance & calls to mobiles

SECTION C : PRICING SCHEDULE

(\$0.39 per call).

Community calls, concessional A/F calls and calls up to 50-85km and between 85km-165km and inter capital <745km, non inter-capital calls between 165km and 745km and all calls over 745km (\$0.20/min).

Call Blocking	Nil	\$3.52
Call Control	3.30 per month	-

Call Packs

Call Packs are not available as a standalone product.

Call Pack	Monthly fee	Included Call Value	Availability
International	\$10	All calls to standard landlines in top 20 destinations (as detailed on our website)	Home Phone & Business Phone
Local, National & Mobile	\$20	All calls to standard Australian landline and mobile numbers	Home Phone
Mobile	\$20	All calls to standard Australian mobile numbers	Business Phone

Netphone Service

Netphone Service fees	Monthly fee	Call Costs
Netphone 1 Monthly Rental Fee	\$9.95	Local calls – 15 cents untimed, National calls – 15 cents untimed
Netphone 2 Monthly Rental Fee (only available when Broadband is bundled with	\$9.95	Local calls - \$0.00/call* National calls - \$0.00/call*

SECTION C : PRICING SCHEDULE

PSTN)		Fair Use Policy applies
Business VoIP	\$9.95	Local calls – 15 cents untimed, National calls – 15 cents untimed
On-net to On-net calls	NA	Free
Home to mobile calls	NA	29 cents per minute
13, 1300 calls	NA	30 cents untimed
International Calls	NA	Charges as per our Website per country
Override codes (such as 1414)	NA	Not recommended, charges will vary.
Other Calls: For example, Information services calls, Domestic Satellite Calls, Directory Assistance, Call Connect, Sensis Calls, Reverse Charge, Conference Calls, ISDN, Telecard Calls, Reverse Charge International, non-local fixed price.	NA	Charges will vary based on service used and call duration.

Calls to mobile phones from Netphone and fixed line phone products are charged in 30 second blocks.

iiNet Netphone Optional Services	Fee for Services	Additional Charges
Call Forwarding Always	NA	Call Charges Apply
Call Forwarding Busy	NA	Call Charges Apply
Call Forwarding No Answer	NA	Call Charges Apply
Call Forwarding Selective	NA	Call Charges Apply
Call Waiting	NA	Call Charges Apply
Voice Mail ***	NA	NA
Voice Messaging to Email	NA	NA
Caller Line ID Delivery Blocking	NA	NA
Call Return	NA	Call Charges Apply
Three way calling	NA	Call Charges Apply

SECTION C : PRICING SCHEDULE

Simultaneous Ring	\$1.95/month	Call Charges Apply
Sequential Ring	\$1.95/month	Call Charges Apply
Music on Hold	\$1.95/month	NA

Naked iiTalk & Naked Business iiTalk

Naked iiTalk is available as a standard offer with iiNet Naked DSL residential and business plans.

Service fees	Monthly fee	Call Costs
Monthly Rental Fee	\$0	Local calls – free* National calls – free** Fair Use Policy applies
On-net to On-net calls	NA	Free
Home to mobile calls	NA	29 cents per minute
13, 1300 calls	NA	30 cents untimed
International Calls	NA	Charge as per our Website per country
Override codes (such as 1414)	NA	Not recommended, charges will vary.
Other Calls: For example, Information services calls, Domestic Satellite Calls, Directory Assistance, Call Connect, Sensis Calls, Reverse Charge, Conference Calls, ISDN, Telecard Calls, Reverse Charge International, non-local fixed price.	NA	Charges will vary based on service used and call duration.

iiNet Netphone Optional Services	Fee for Services	Additional Charges
Call Forwarding Always	NA	Call Charges Apply

SECTION C : PRICING SCHEDULE

Call Forwarding Busy	NA	Call Charges Apply
Call Forwarding No Answer	NA	Call Charges Apply
Call Forwarding Selective	NA	Call Charges Apply
Call Waiting	NA	Call Charges Apply
Voice Mail ***	NA	NA
Voice Messaging to Email	NA	NA
Caller Line ID Delivery Blocking	NA	NA
Call Return	NA	Call Charges Apply
Three way calling	NA	Call Charges Apply
Simultaneous Ring	\$1.95/month	Call Charges Apply
Sequential Ring	\$1.95/month	Call Charges Apply
Music on Hold	\$1.95/month	NA

SECTION C : PRICING SCHEDULE

iiNet Business Voice

iiNet Business	Plan A	Plan B	Plan C	Plan D
Voice Services				
Plan Name	Basic	Standard	Manager	Reception
Monthly Cost (\$) inc GST/extension	\$39.95	\$54.95	\$69.95	\$94.95
Handset Model	Polycom IP335	Polycom IP 550	Polycom IP 670	Polycom IP 670 with console
Line Rental	included free	included free	included free	included free
Phone Number (DID)/year	included free	included free	included free	included free
Handset Rental	included free	included free	included free	included free

Service Fees	Plan A	Plan B	Plan C	Plan D
Local Calls	included free	included free	included free	included free
National Calls	included free	included free	included free	included free
Calls to Mobile (\$/min)	\$0.15	\$0.15	\$0.15	\$0.15
International Calls (\$/min)	As per website from 5c per min	As per website from 5c per min	As per website from 5c per min	As per website from 5c per min
Flag Fall	No Flag Fall	No Flag Fall	No Flag Fall	No Flag Fall
13, 1300 calls	30 cents untimed	30 cents untimed	30 cents untimed	30 cents untimed
Override codes (such as 1414)	Not recommended, charges will vary	Not recommended, charges will vary	Not recommended, charges will vary	Not recommended, charges will vary
Other Calls: For example, Information services calls, Domestic	Charges will vary based on service used and call duration	Charges will vary based on service used and call duration	Charges will vary based on service used and call duration	Charges will vary based on service used and call duration

Other	Plan A	Plan B	Plan C	Plan D
Contract Term (months)	24	24	24	24
Minimum Cost over 24 months	\$958.80	\$1,318.80	\$1,678.80	\$2,278.80

SECTION C : PRICING SCHEDULE

Setup/Installation Fee	Free	Free	Free	Free
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SECTION C : PRICING SCHEDULE

Contract offer

- All Business Voice plans are provided on a 24 month contract and include the rental of the handset provided.
- If you end your Business Voice contract early, you will be required to pay back the costs reasonably incurred by iiNet by you leaving the contract; you don't have to pay out your remaining monthly fees.
- Our fair contract guarantee lets you change between Business Voice plans at any time without the need to break your agreed contract. A new contract term may be required.
- If you upgrade your plan, we will absorb the administration costs. If you change to a Business Voice plan of equal or lesser monthly price, a small fee applies.
- See Terms Fees and Guarantees for further details <http://www.iinet.net.au/business/business-voice/>

* The iiNet Fair Use Policy applies to “Free *local* Calls” refer to Section D(i) & (ii)

** The iiNet Fair Use Policy applies to “Free *National* Calls” refer to Section D(i) & (ii). National calls are defined as Australian Geographic numbers (those prefixed with an area code) and would not include Premium services such as 13xx, 19xx, 18xx.

SECTION C : PRICING SCHEDULE

2. ADSL SERVICES (EXCLUDING NAKED DSL)

Connection fees for all Home and Business plans; and other plans with no Contract Term: \$79.95 Setup Fee + normal hardware costs if applicable.

This fee is deducted from the bank account or credit card supplied in the application on the Service Commencement Date (the date on which we notify you that the Service is ready for use)

Special offers for connection fees will be available on our Website from time to time.

Fast churn candidates: \$39.00 + normal hardware costs if applicable

Reconnection or Relocation fee: \$59.95

Early Termination fee (if service is disconnected in first 6 months): \$69.00 (Contract Break Fees may also apply)

Residential Plans (Telstra Network)

Broadband1 Unbundled (ADSL1):

Plan	Peak(GB)	Off-Peak(GB)	Total	Price	Speed*	Off-Peak times	Shaped Speed
Home-1	5	5	10	\$49.95	1500k/256k	2am–8am	256/128k
Home-1 Turbo	10 (anytime)		10	\$59.95	Up to 20/1Mbps	N/A	256/128k
Home-2	15	15	30	\$59.95	1500k/256k	2am-8am	256/256k
Home-2 Turbo	30 (anytime)		30	\$69.95	Up to 20/1Mbps	N/A	256/256k
Home-3	50	50	100	\$79.95	1500k/256k	2am-8am	256/256k
Home-3 Turbo	50	50	100	\$89.95	Up to 20/1Mbps	2am-8am	256/256k
Home-4	100	100	200	\$89.95	1500k/256k	1am-9am	256/256k
Home-4 Turbo	100	100	200	\$99.95	Up to 20/1Mbps	1am-9am	256/256k
Home-5	250	250	500	\$119.95	1500k/256k	1am-9am	256/256k
Home-5 Turbo	250	250	500	\$129.95	Up to 20/1Mbps	1am-9am	256/256k

*This describes the maximum speeds possible. Actual speeds may vary depending on multiple factors.

Broadband1 Bundled (ADSL1):

Plan	Peak(GB)	Off-Peak(GB)	Total	Price	Speed*	Off-Peak times	Shaped Speed
Home-1	5	5	10	\$34.95	1500k/256k	2am - 8am	256k/128k
Home-1 Plus	5	5	10	\$49.95	Up to 20/1 Mbps	2am - 8am	256k/128k

SECTION C : PRICING SCHEDULE

Home-2	50	50	100	\$49.95	1500k/256k	2am - 8am	256k/256k
Home-3	100	100	200	\$69.95	1500k/256k	2am - 8am	256k/256k
Home-4	50	50	100	\$69.95	Up to 20/1 Mbps	1am - 9am	256k/256k
Home-5	200	200	400	\$89.95	Up to 20/1 Mbps	1am - 9am	256k/256k
Home-6	500	500	1000	\$119.95	Up to 20/1 Mbps	1am - 9am	256k/256k
*This describes the maximum speeds possible. Actual speeds may vary depending on multiple factors							

SECTION C : PRICING SCHEDULE

Business ADSL Plans (Telstra Network)

Broadband 1 Business bundled

Plan	Anytime GB	Total	Price	Speed*	Off-Peak times	Shaped Speed
Broadband One	20	20	\$69.95	Up to 20/1Mbps	N/A	512/512k
Broadband Two	250	250	\$89.95	Up to 20/1Mbps	N/A	512/512k
Broadband Three	500	500	\$109.95	Up to 20/1Mbps	N/A	512/512k
Broadband Four	1000	1000	\$129.95	Up to 20/1Mbps	N/A	512/512k
*This describes the maximum speeds possible. Actual speeds may vary depending on multiple factors						

Broadband 1 Business Unbundled Plan	Setup Fee	Price per month	Total Minimum cost	Speed*	Anytime Quota (GB)	Shaped Speed
Broadband One	\$79.95	\$89.95	\$2,238.75	Up to 20/1Mbps	50	512k/512k
Broadband Two	\$79.95	\$109.95	\$2,718.75	Up to 20/1Mbps	100	512k/512k
Broadband Three	\$79.95	\$129.95	\$3,198.75	Up to 20/1Mbps	200	512k/512k
Broadband Four	\$79.95	\$149.95	\$3,678.75	Up to 20/1Mbps	400	512k/512k
*This describes the maximum speeds possible. Actual speeds may vary depending on multiple factors						

Residential ADSL Plans (Broadband2+)

ADSL2+ Bundled

Plan	Total Anytime (GB)	Price	Speed	Off-Peak times	Shaped Speed
ADSL2+ Home-1	100	\$29.95	ADSL2+	2am-8am	256k/256k
ADSL2+ Home-2	250	\$49.95	ADSL2+	2am-8am	256k/256k
ADSL2+ Home-3	500	\$69.95	ADSL2+	1am-9am	256k/256k
ADSL2+ Home-4	1000	\$89.95	ADSL2+	1am-9am	256k/256k

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ADSL2+ Unbundled

Plan	Total Anytime (GB)	Price	Speed	Off-Peak times	Shaped Speed
ADSL2+ Home-1	50	\$39.95	ADSL2+	2am-8am	256k/256k
ADSL2+ Home-2	125	\$59.95	ADSL2+	2am-8am	256k/256k
ADSL2+ Home-3	250	\$79.95	ADSL2+	1am-9am	256k/256k
ADSL2+ Home-4	500	\$99.95	ADSL2+	1am-9am	256k/256k

Business Plans (Broadband2+)

ADSL2+ Bundled

Plan	Total Anytime (GB)	Price	Speed	Off-Peak times	Shaped Speed
Basic Bundle	100	\$49.95	ADSL2+	N/A	512k/512k
Value Bundle	250	\$69.95	ADSL2+	N/A	512k/512k
Enhanced Bundle	500	\$89.95	ADSL2+	N/A	512k/512k
Premium Bundle	1000	\$109.95	ADSL2+	N/A	512k/512k

ADSL2+ Unbundled

Plan	Total Anytime (GB)	Price	Speed	Off-Peak times	Shaped Speed
ADSL2+ Business-1	50	\$69.95	ADSL2+	2am-8am	512k/512k
ADSL2+ Business-2	100	\$89.95	ADSL2+	2am-8am	512k/512k
ADSL2+ Business-3	200	\$109.95	ADSL2+	1am-9am	512k/512k
ADSL2+ Business-4	400	\$129.95	ADSL2+	1am-9am	512k/512k

Business accounts are able to be paid via flexible payment options offered by us from time to time except if the account is bundled with an additional services such as Home Phone, Netphone or additional residential plans (broadband or dialup). In which case payment by credit card or direct debit payment is required.

SECTION C : PRICING SCHEDULE

3. NAKED DSL SERVICES

Connection fee for all Naked Home 1-3 and Naked Business 1-3 plans is \$150 Setup Fee + normal hardware costs if applicable.

Connection fee for Naked Home Value and Naked Business Value plans is \$79.95 Setup Fee + normal hardware costs if applicable.

Relocation fee for all Naked services is \$150

Setup Fees are deducted from the bank account or credit card supplied in the application on the Service Commencement Date (the date on which we notify you that the Service is ready for use).

Residential Plans (Naked DSL)

Plan	Total Anytime (GB)	Price	Speed	Off-Peak times	Shaped Speed
Naked Home Value	100	\$59.95	ADSL2+	N/A	256k/256k
Naked Home-1	250	\$69.95	ADSL2+	N/A	256k/256k
Naked Home-2	500	\$89.95	ADSL2+	N/A	256k/256k
Naked Home-3	1000	\$109.95	ADSL2+	N/A	256k/256k

Business Plans (Naked DSL)

Plan	Total Anytime (GB)	Price	Speed	Off-Peak times	Shaped Speed
Naked Business Value	100	\$79.95	ADSL2+	N/A	512k/512k
Naked Business-1	200	\$99.95	ADSL2+	N/A	512k/512k
Naked Business-2	400	\$119.95	ADSL2+	N/A	512k/512k
Naked Business-3	600	\$149.95	ADSL2+	N/A	512k/512k

Both uploads and downloads count towards your data allowance on your Naked DSL service. If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Service will be Shaped.

SECTION C : PRICING SCHEDULE

4. NBN SERVICES

NBN Fibre Service Residential Plans

Price per month	Speed*	Quota (GB) Peak/Off-Peak	Shaping	Peak	Off Peak
\$49.95	12 / 1	20 / 20	256 / 256	8 am - 2 am	2 am - 8 am
\$59.95		100 / 100	256 / 256	8 am - 2 am	2 am - 8 am
\$79.95		500 / 500	256 / 256	8 am - 2 am	2 am - 8 am
\$54.95	25 / 5	20 / 20	256 / 256	8 am - 2 am	2 am - 8 am
\$64.95		100 / 100	256 / 256	8 am - 2 am	2 am - 8 am
\$84.95		500 / 500	256 / 256	8 am - 2 am	2 am - 8 am
\$64.95	50 / 20	20 / 20	256 / 256	8 am - 2 am	2 am - 8 am
\$74.95		100 / 100	256 / 256	8 am - 2 am	2 am - 8 am
\$94.95		500 / 500	256 / 256	8 am - 2 am	2 am - 8 am
\$69.95	100 / 40	20 / 20	256 / 256	8 am - 2 am	2 am - 8 am
\$79.95		100 / 100	256 / 256	8 am - 2 am	2 am - 8 am
\$99.95		500 / 500	256 / 256	8 am - 2 am	2 am - 8 am

*These are maximum wholesale NBN access port speed tiers. Data transfer speeds to individual premises may differ. Maximum speeds may exceed capabilities of some hardware or software. Speeds could be slower and may vary due to various factors such as number of users or connections, the end-user's hardware and software, the connection method (wireless, fixed or satellite), source and type of content downloaded.

NBN Fibre Service Business Plans

SECTION C : PRICING SCHEDULE

12 Month Contract (Unbundled)						
Plan	Activation fee	Price per month	Minimum total cost	Speed*	Quota (GB)	Shaping
NBN Business 1	\$79.95	\$69.95	\$919.35	25 / 10	50GB	512kbps
NBN Business 2	\$79.95	\$89.95	\$1159.35		250GB	512kbps
NBN Business 3	\$79.95	\$109.95	\$1399.35		500GB	512kbps
NBN Business 4	\$79.95	\$129.95	\$1639.35		1TB	512kbps
NBN Business 1	\$79.95	\$79.95	\$1039.35	50 / 20	50GB	512kbps
NBN Business 2	\$79.95	\$99.95	\$1279.35		250GB	512kbps
NBN Business 3	\$79.95	\$119.95	\$1519.35		500GB	512kbps
NBN Business 4	\$79.95	\$139.95	\$1759.35		1TB	512kbps
NBN Business 1	\$79.95	\$84.95	\$1099.35	100 / 40	50GB	512kbps
NBN Business 2	\$79.95	\$104.95	\$1339.35		250GB	512kbps
NBN Business 3	\$79.95	\$124.95	\$1579.35		500GB	512kbps
NBN Business 4	\$79.95	\$144.95	\$1819.35		1TB	512kbps

*These are maximum wholesale NBN access port speed tiers. Data transfer speeds to individual premises may differ. Maximum speeds may exceed capabilities of some hardware or software. Speeds could be slower and may vary due to various factors such as number of users or connections, the end-user's hardware and software, the connection method (wireless, fixed or satellite), source and type of content downloaded.

12 Month Contract (Bundled with Netphone 2)						
Plan	Activation fee	Price per month	Minimum total cost	Speed*	Quota (GB)	Shaping
NBN Business 1	\$79.95	\$79.95	\$1039.35	25 / 10	50GB	512kbps
NBN Business 2	\$79.95	\$99.95	\$1279.35		250GB	512kbps
NBN Business 3	\$79.95	\$119.95	\$1519.35		500GB	512kbps
NBN Business 4	\$79.95	\$139.95	\$1759.35		1TB	512kbps
NBN Business 1	\$79.95	\$89.95	\$1159.35	50 / 20	50GB	512kbps
NBN Business 2	\$79.95	\$109.95	\$1399.35		250GB	512kbps
NBN Business 3	\$79.95	\$129.95	\$1639.35		500GB	512kbps
NBN Business 4	\$79.95	\$149.95	\$1879.35		1TB	512kbps
NBN Business 1	\$79.95	\$94.95	\$1219.35	100 / 40	50GB	512kbps
NBN Business 2	\$79.95	\$114.95	\$1459.35		250GB	512kbps
NBN Business 3	\$79.95	\$134.95	\$1699.35		500GB	512kbps
NBN Business 4	\$79.95	\$154.95	\$1939.35		1TB	512kbps

*These are maximum wholesale NBN access port speeds. Data transfer speeds to individual premises may differ. Maximum speeds may exceed capabilities of some hardware or software. Speeds could be slower and may vary due to various factors such as number of users or connections, the end-user's hardware and software, the connection method (wireless, fixed or satellite), source and type of content downloaded.

SECTION C : PRICING SCHEDULE

24 Month Contract (Unbundled)					
Plan	Price per month	Minimum total cost	Speed*	Quota (GB)	Shaping
NBN Business 1	\$69.95	\$1678.80	25 / 10	50GB	512kbps
NBN Business 2	\$89.95	\$2158.80		250GB	512kbps
NBN Business 3	\$109.95	\$2638.80		500GB	512kbps
NBN Business 4	\$129.95	\$3118.80		1TB	512kbps
NBN Business 1	\$79.95	\$1918.80	50 / 20	50GB	512kbps
NBN Business 2	\$99.95	\$2398.80		250GB	512kbps
NBN Business 3	\$119.95	\$2878.80		500GB	512kbps
NBN Business 4	\$139.95	\$3358.80		1TB	512kbps
NBN Business 1	\$84.95	\$2038.80	100 / 40	50GB	512kbps
NBN Business 2	\$104.95	\$2518.80		250GB	512kbps
NBN Business 3	\$124.95	\$2998.80		500GB	512kbps
NBN Business 4	\$144.95	\$3478.80		1TB	512kbps

*These are maximum wholesale NBN access port speed tiers. Data transfer speeds to individual premises may differ. Maximum speeds may exceed capabilities of some hardware or software. Speeds could be slower and may vary due to various factors such as number of users or connections, the end-user's hardware and software, the connection method (wireless, fixed or satellite), source and type of content downloaded.

SECTION C : PRICING SCHEDULE

24 Month Contract (Bundled with Netphone 2)					
Plan	Price per month	Minimum total cost	Speed*	Quota (GB)	Shaping
NBN Business 1	\$79.95	\$1918.80	25 / 10	50GB	512kbps
NBN Business 2	\$99.95	\$2398.80		250GB	512kbps
NBN Business 3	\$119.95	\$2878.80		500GB	512kbps
NBN Business 4	\$139.95	\$3358.80		1TB	512kbps
NBN Business 1	\$89.95	\$2158.80	50 / 20	50GB	512kbps
NBN Business 2	\$109.95	\$2638.80		250GB	512kbps
NBN Business 3	\$129.95	\$3118.80		500GB	512kbps
NBN Business 4	\$149.95	\$3598.80		1TB	512kbps
NBN Business 1	\$94.95	\$2278.80	100 / 40	50GB	512kbps
NBN Business 2	\$114.95	\$2758.80		250GB	512kbps
NBN Business 3	\$134.95	\$3238.80		500GB	512kbps
NBN Business 4	\$154.95	\$3718.80		1TB	512kbps

*These are maximum wholesale NBN access port speeds. Data transfer speeds to individual premises may differ. Maximum speeds may exceed capabilities of some hardware or software. Speeds could be slower and may vary due to various factors such as number of users or connections, the end-user's hardware and software, the connection method (wireless, fixed or satellite), source and type of content downloaded.

NBN Fixed Wireless (unbundled)

Plan	Peak Quota (GB)	Off-Peak Quota (GB)	Total Quota	Price per month	Speed*	Off-Peak Times	Shaped Speed
NBN -1	20	20	40	\$49.95	12/1Mbps	2am - 8am	256/256 kbps
NBN-2	100	100	200	\$59.95	12/1 Mbps	2am - 8am	256/256 kbps

*These are maximum wholesale NBN access port speeds. Data transfer speeds to individual premises may differ. Maximum speeds may exceed capabilities of some hardware or software. Speeds could be slower and may vary due to various factors such as number of users or connections, the end-user's hardware and software, the connection method (wireless, fixed or satellite), source and type of content downloaded.

NBN Fixed wireless (bundled)

Plan	Peak Quota (GB)	Off-Peak Quota (GB)	Total Quota	Price	Speed*	Off-Peak Times	Shaped Speed
NBN -1	20	20	40	\$39.95	12/1Mbps	2am - 8am	256/256 kbps

SECTION C : PRICING SCHEDULE

NBN-2	100	100	200	\$49.95	12/1 Mbps	2am - 8am	256/256 kbps
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*These are maximum wholesale NBN access port speed tiers. Data transfer speeds to individual premises may differ. Maximum speeds may exceed capabilities of some hardware or software. Speeds could be slower and may vary due to various factors such as number of users or connections, the end-user's hardware and software, the connection method (wireless, fixed or satellite), source and type of content downloaded.

NBN Satellite service (unbundled)

Plan	Usage Quota (GB)#	Price	Speed*	Shaped Speed
NBN	10	\$39.95	6/1Mbps	256/256kbps
NBN-1	20	\$49.95	6/1 Mbps	256/256kbps

*These are maximum wholesale NBN access port speed tiers. Data transfer speeds to individual premises may differ. Maximum speeds may exceed capabilities of some hardware or software. Speeds could be slower and may vary due to various factors such as number of users or connections, the end-user's hardware and software, the connection method (wireless, fixed or satellite), source and type of content downloaded.

#There is no separate peak/off peak quota.

NBN Satellite (bundled)

Plan	Usage Quota (GB)#	Price	Speed*	Shaped Speed
NBN	10	\$34.95	6/1Mbps	256/256kbps
NBN-1	20	\$39.95	6/1 Mbps	256/256kbps

*These are maximum wholesale NBN access port speed tiers. Data transfer speeds to individual premises may differ. Maximum speeds may exceed capabilities of some hardware or software. Speeds could be slower and may vary due to various factors such as number of users or connections, the end-user's hardware and software, the connection method (wireless, fixed or satellite), source and type of content downloaded.

#There is no separate peak/off peak quota.

NBN Fibre Phone

Fibre Phone Service fees	Monthly fee	Call Costs
Fibre Phone Monthly Rental Fee (only available when NBN Fibre is bundled with Fibre Phone)	\$19.95	Local calls - \$0.00/call* National calls - \$0.00/call* *Fair Use Policy applies
On-net to On-net calls	NA	Free

SECTION C : PRICING SCHEDULE

Fibre Phone Service fees	Monthly fee	Call Costs
Home to mobile calls	NA	29 cents per minute
13, 1300 calls	NA	30 cents untimed
International Calls	NA	Charges as per our Website per country
Override codes (such as 1414)	NA	Not recommended, charges will vary.
Other Calls: For example, Information services calls, Domestic Satellite Calls, Directory Assistance, Call Connect, Sensis Calls, Reverse Charge, Conference Calls, ISDN, Telecard Calls, Reverse Charge International, non-local fixed price.	NA	Charges will vary based on service used and call duration.

Calls to mobile phones from Fibre Phone are charged in 30 second blocks.

iiNet Fibre Phone Optional Services	Fee for Services	Additional Charges
Call Forwarding Always	NA	Call Charges Apply
Call Forwarding Busy	NA	Call Charges Apply
Call Forwarding No Answer	NA	Call Charges Apply
Call Forwarding Selective	NA	Call Charges Apply
Call Waiting	NA	Call Charges Apply
Voice Mail ***	NA	NA
Voice Messaging to Email	NA	NA
Caller Line ID Delivery Blocking	NA	NA
Call Return	NA	Call Charges Apply
Three way calling	NA	Call Charges Apply

SECTION C : PRICING SCHEDULE

5. DIALUP SERVICES

Tas Access Dialup Plans

Tas Access Dialup range	Monthly fee	Extra Usage Charges
Uni Standard	\$1.10/hour (7am – midnight) and \$0.50/hour (midnight – 7 am)	Nil
Uni Anytime	\$24.95	\$0.22/MB
Uni Anytime Extra	\$34.95	\$0.22/MB

iiNet Dialup Services:

Dialup Plans	Monthly fee with Home Phone	Monthly fee without Home Phone	Extra Hour Charges	Web Accelerator
Hourly dialup	\$9.95	\$19.95	\$1.00/hour charged per minute, capped at \$29.95	Free
Unlimited hours	\$14.95	\$24.95	Nil	No

No setup fee.

No reconnection fee.

6. BOB™ RENTAL SERVICES

BoB™

Monthly Fee	\$9.95
Early return of BoB fee:	
a) within first 6 months	\$200
b) after month 6	\$100
Replacement of BoB due to theft (subject to a Police report & Statutory Declaration)	\$269
if you cancel your service but do not return BoB within first 6 months	\$369
if you cancel your service but do not return BoB after the first 6 months	\$150
if you have been sent a replacement BoB due to a fault but do not return the faulty BoB within 14 days	\$269

BoB2™

Monthly Fee	\$9.95
Early return of BoB2™ fee:	

SECTION C : PRICING SCHEDULE

c) within first 6 months	\$150
d) after month 6	\$75
Replacement of BoB2™ due to theft (subject to a Police report & Statutory Declaration)	\$199
if you cancel your service but do not return BoB2™ within first 6 months	\$279
if you cancel your service but do not return BoB2™ after the first 6 months	\$125
if you have been sent a replacement BoB2™ due to a fault but do not return the faulty BoB2™ within 14 days	\$199
if you cancel your rental after the contract has expired but do not return the BoB2™ within 14 days (applies from 26/09/2011)	\$65

BoB™ or BoB2™ rentals are only available on a 24 month contract term.

Limited to one BoB™ or BoB2™ rental product per Broadband product.

The BoB™ or BoB2™ rental product can survive the associated Broadband product with which it is bundled. You can continue to 'rent' BoB™ or BoB2™ after your iiNet Broadband contract term has expired.

7. FIBRE TO THE HOME SERVICES

Residential Plans	Speed (Down/Up)	On Peak Quota	Off Peak Quota	Total Quota	Cost
Fibre 1 (12/1)	12/1Mbps	20 GB	20 GB	40 GB	\$49.95
Fibre 1 (25/5)	25/5 Mbps	20 GB	20 GB	40 GB	\$54.95
Fibre 1 (50/20)	50/20 Mbps	20 GB	20 GB	40 GB	\$64.95
Fibre 1 (100/40)	100/40 Mbps	20GB	20 GB	40GB	\$69.95
Fibre 2 (12/1)	12/1 Mbps	100 GB	100 GB	200 GB	\$5995
Fibre 2 (25/5)	25/5 Mbps	100 GB	100 GB	200 GB	\$64.95
Fibre 2 (50/20)	50/20 Mbps	100 GB	100 GB	200 GB	\$74.95
Fibre 2 (100/40)	100/40 Mbps	100 GB	100 GB	200 GB	\$79.95
Fibre 3 (12/1)	12/1 Mbps	500 GB	500 GB	1000 GB	\$79.95
Fibre 3 (25/5)	25/5 Mbps	500 GB	500 GB	1000 GB	\$84.95
Fibre 3 (50/20)	50/20 Mbps	500 GB	500 GB	1000 GB	\$94.95
Fibre 3 (100/40)	100/40 Mbps	500 GB	500 GB	1000 GB	\$99.95

SECTION C : PRICING SCHEDULE

Business Plans	Speed (Down/Up)	On Peak Quota	Off Peak Quota	Total Quota	Cost
Business Fibre 1 (12/1)	12/1Mbps	20 GB	20 GB	40 GB	\$79.95
Business Fibre 1 (25/5)	25/5 Mbps	20 GB	20 GB	40 GB	\$84.95
Business Fibre 1 (50/20)	50/20 Mbps	20 GB	20 GB	40 GB	\$94.95
Business Fibre 1 (100/40)	100/40 Mbps	20 GB	20 GB	40 GB	\$99.95
Business Fibre 2 (12/1)	12/1 Mbps	100 GB	100 GB	200 GB	\$89.95
Business Fibre 2 (25/5)	25/5 Mbps	100 GB	100 GB	200 GB	\$94.95
Business Fibre 2 (50/20)	50/20 Mbps	100 GB	100 GB	200 GB	\$104.95
Business Fibre 2 (100/40)	100/40 Mbps	100 BG	100 GB	200 GB	\$109.95
Business Fibre 3 (12/1)	12/1 Mbps	500 GB	500 GB	1000 GB	\$109.95
Business Fibre 3 (25/5)	25/5 Mbps	500 GB	500 GB	1000 GB	\$114.95
Business Fibre 3 (50/20)	50/20 Mbps	500 GB	500 GB	1000 GB	\$124.95
Business Fibre 3 (100/40)	100/40 Mbps	500 GB	500 GB	1000 GB	\$129.95

Contract Options:

Contract Options	Setup Fee Cost	Modem Cost (BoB™)	Modem Cost (BoB2™)	Break Fee
24 Months	\$79	\$269.00	\$199.00	\$80
No Contract	\$159	\$369.00	\$279.00	n/a

Hardware:

Hardware	Hardware Cost
BoB™	\$369.00
BoB2™	\$279.00

SECTION C : PRICING SCHEDULE

Other Fees:

Plan Downgrades

\$39

All plan downgrades incur a \$39 fee.

SECTION C : PRICING SCHEDULE

8. BUSINESS PACK PRICING

Features	Business Pack 1	Business Pack 2	Business Pack 3
Quota	100 GB	150 GB	250 GB
Onsite installation & Setup	Yes	Yes	Yes
Upfront Setup Fee	No	No	No
Value of Included calls (of any type)	\$75	\$100	\$200
No of Phone Lines	1	1	1
No of Fax Lines	1	1	1
No of Netphone1 Lines	0	2	Up to 4
No of Static IP	1	Up to 4	Up to 4
Value of Google Adwords voucher	\$100	\$100	\$100
Business Domain Name Registration & Hosting (.com/.net.au)	Yes	Yes	Yes
No of Free Business Email Addresses	20	Unlimited	Unlimited
Web Space	1 GB	2 GB	5 GB
Price per Month	\$249	\$349	\$549

Contract Termination fee if the Service is cancelled within 6 months is \$340

Contract Termination fee if the Service is cancelled from month 7 to 12 is \$140

Downgrade fee is \$29

Kytec missed appointment fee is \$196.90 where the install address is in the metropolitan area of Perth, Sydney, Melbourne or Brisbane only.

Kytec missed appointment fee is \$317.90 where the install address is outside the metropolitan area.

9. COMBO BUNDLE PRICING

Minimum standards table	Broadband2+ Combos		Broadband1 Combos	
	Mobile Voice	iiNet TV with Fetch	Mobile Voice	iiNet TV with Fetch
Broadband	ADSL2+ Home-2*	ADSL2+ Home-2*	ADSL1 Home-2 Turbo*	ADSL1 Home-2 Turbo*
PSTN	Phone 3	Phone 3	Phone 3	Phone 3

SECTION C : PRICING SCHEDULE

	Residential	Residential	Residential	Residential
Mobile Voice	Mobile Voice 1*	None	Mobile Voice 1*	None
iiNet TV with Fetch	None	iiNet TV with Fetch*	None	iiNet TV with Fetch*
Hardware	BoB2 Rental (or Wireless Bridge)	BoB2 Rental (or Wireless Bridge)	BoB2 Rental (or Wireless Bridge)	BoB2 Rental (or Wireless Bridge)
Protection Pack (Online Vault + Internet Security)	Included	Included	Included	Included
Bundle price	Minimum \$99	Minimum \$99	Minimum \$99	Minimum \$99

*Outlines the entry level plan available – other plans can be included in the Combo, at a higher price.

Combo Retail Value and Discounts:

	Combo+Wireless Bridge	Combo+BoB2 Rental
RRP	\$119.85/month+\$119 up front	\$129.80/month
Set Combo discount	\$20.85/month+\$119 up front	\$30.80/month
Combo Price	\$99 + plan upgrade difference	\$99 + plan upgrade difference

Additional Fees applicable to Combo Bundle Services:

Fee	Description	Cost
Broadband Setup	The setup fee for any Broadband Service provisioned within a Combo (usually \$79.95) is waived.	\$0
Phone Setup	The setup fee for the Phone 3 Residential service provisioned within a Combo remains the same as any Phone Service not provisioned within a Combo.	\$59-\$299
Early Termination fee	The Early Termination fee applies when the Broadband Service is cancelled within six months of activation.	\$69
Plan change fee	The plan change fee applied when the Broadband Service is downgraded to a plan of equal or lesser value.	\$29

SECTION C : PRICING SCHEDULE

Fees applicable to Combo Bundle Services:

Applicable break fees;

Broadband;

Contract Break Fees	Contract tenure			
	<6	7 - 12 months	13 - 18 months	19 - 24 months
ADSL2+ Combo	\$215	\$134	\$98	\$65
ADSL1 Combo	\$243	\$163	\$127	\$94

Fetch TV (if chosen as part of a Combo);

For Hired Set Top Boxes Only (Cancellation Return Fee)	< 21 days after service activation	Contract Tenure			
		22 Days – Month 6	7 – 12 months	13 – 18 months	19 – 24 months
Contracts prior to 26 February 2013	\$110	\$430	\$310	\$190	\$60
Contracts from 26 February 2013 onwards	\$110	\$400	\$300	\$200	\$100

BoB2 Rental (if chosen as part of a Combo);

Contract Break Fees	within 6 months	7 – 24 months
Cancellation with returned BoB2	\$150	\$75
Cancellation without returning BoB2	\$279	\$125

Downgrade fee for DSL applies: \$29

Phone 3 Residential pricing is listed in Section C1 of the CRA Pricing Schedule.

Purchasing a Wireless Bridge as a part of the Combo Bundle will incur an up-front fee of \$119 which will be credited back upon application of the Combo Bundle Discount. The Combo Bundle Discount will be applied once all constituent services of the Combo Bundle have been activated.

SECTION C : PRICING SCHEDULE

Existing customers purchasing a Wireless Bridge will be charged a once-off freight fee of \$15.

Purchasing a Mobile Voice Service will incur a once-off SIM charge of \$25.

Additional Billing information can be found in Section B15, Clause 4.3-4.8.

10. HOSTING AND DOMAINS PRICING

Domain name registration

Domain	Minimum period	Cost per year	Minimum cost
.com.au .net.au	2 years	\$22	\$44
.org.au	2 years	\$8.75	\$17.50
.asn.au	2 years	\$13.75	\$27.50
.id.au	2 years	\$11.25	\$22.50
.com .net .org .biz .info	1 year	\$30	\$30
.mobi .co.nz	1 year	\$75	\$75
.co.uk	2 years	\$37.50	\$75
.com .name .asia	1 Year	\$75	\$75

Domain name add-ons

	Description	Cost
DNS Hosting	For domain owners looking to host their own web or mail servers. Bear in mind, customers hosting their own servers will also require a static IP address	\$25 per year
Secondary DNS Hosting	A secondary DNS improves the reliability of your domain if your primary DNS become	\$25 per year

SECTION C : PRICING SCHEDULE

	unavailable.	
Mail relay	Mail Relay is ideal for customers hosting their mail server in-house. It provides a back up server if your mail server becomes unavailable.	\$65 per year
DNS Hosting & Mail Relay	This is a combination of the DNS Hosting and Mail Relay products. Perfect for customers wanting DNS hosting and the ability to host their own mail servers. A backup mail server is also included.	\$90 per year

Web Hosting

	Web Hosting 1	Web Hosting 2	Web Hosting 3
Fee	\$16/month or \$160/year	\$19/month or \$190/year	\$30/month or \$300/year
Server	Windows/Linux	Windows/Linux	Windows/Linux
Webpace	10GB	15GB	20GB
Number of Backups	2	2	2
MySQL Databases	2	5	10
Database space	100MB	150MB	200MB
Traffic	100GB	150GB	200GB
WordPress, Joomla	✓	✓	✓
File Manager	✓	✓	✓
Parallels Control Panel	✓	✓	✓

Excess bandwidth = \$0.06 per Mb

Web Hosting add-ons

	Description	Cost
SSL Secure Certificate	If you sell products on your site this will provide a security layer to encrypt credit card details.	\$199 per year + \$55 setup

Email Hosting Features

SECTION C : PRICING SCHEDULE

Feature	Business Email	Business Pro
Webmail access	✓	✓
Email forwarders & responders	✓	✓
Mobile device support (such as iPhone)	✓	✓
Anti-spam & anti-virus included	X	✓
MAPI & ISync connectivity	X	✓
Sharing	X	✓
Backup management	X	✓

Business Pro Email

Number of email addresses	Monthly cost	Yearly cost	Monthly cost per mailbox	Storage
1	N/A	\$65	N/A	1GB
5	\$18.50	\$185	\$3.08	1GB
10	\$34.50	\$345	\$2.87	1GB
30	\$96.50	\$965	\$2.68	1GB

Business Standard Email

Number of email addresses	Monthly cost	Yearly cost	Storage
5	\$10	\$100	1GB
10	\$16	\$160	1GB
30	\$19	\$190	1GB
60	\$22	\$220	1GB
150	\$33	\$330	1GB

Email Hosting add-ons

	Description	Cost
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SECTION C : PRICING SCHEDULE

Email Virus scanning	Scans all incoming email for viruses. Where a virus is detected you will be notified	\$99/year
Email Spam Filtering	Analyses each email for 'spam probability' and quarantines the email where necessary	\$49.95/year
Email protection	A bundle of Email Virus and Spam filtering	\$119/year
Domain Mail Mirror	Point a different domain name to your existing email address	\$35/year
Upgrade Business Pro Plus storage	Increase your storage for Business Pro Plus email address to 2GB or 5GB	From \$120/year
Mail Relay	Mail Relay is great for customers hosting their mail server in-house. It provides a back up server if your mail server becomes unavailable.	\$65/yr

Hosted Exchange

	Exchange 1	Exchange 2	Exchange 3
Price	\$2.95 per mailbox per month	\$6.95 per mailbox per month	\$14.95 per mailbox per month
Email storage	3GB	25GB	3GB
Outgoing mail limit	30MB	30MB	30MB
Outlook Web Access	✓	✓	✓
POP / IMAP support	✓	✓	✓
Activesync and MAPI support	X	✓	X
Antivirus and Antispam	✓	✓	✓
Deleted items retention	7 days	7 days	7 days
Includes Outlook licence	X	X	✓

Virtual Private Server (VPS)

Plan	Monthly cost	RAM	CPU	Storage	Traffic
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SECTION C : PRICING SCHEDULE

VPS 1	\$29.95	512MB	1GHz	20GB	50GB
VPS 2	\$49.95	1GB	2GHz	30GB	100GB
VPS 3	\$99.95	2GB	3GHz	50GB	250GB

Business Cloud

Plan	Business Cloud 1	Business Cloud 2	Business Cloud 3	Business Cloud 4
Minimum monthly charge**	\$29	\$59	\$149	\$349
Price per CPU (GHz*)	1c/GHz/hour	1.5c/GHz/hour	1.2c/GHz/hour	1c/GHz/hour
Price per RAM (GB*)	3c/GB/hour	4c/GB/hour	3.5c/GB/hour	3c/GB/hour
Maximum RAM	1GB	8GB	32GB	64GB
Maximum CPU	1GHz	4GHz	8GHz	16GHz
Maximum number of virtual machines	2	5	20	30
Maximum Storage	50GB	150GB	500GB	1000GB

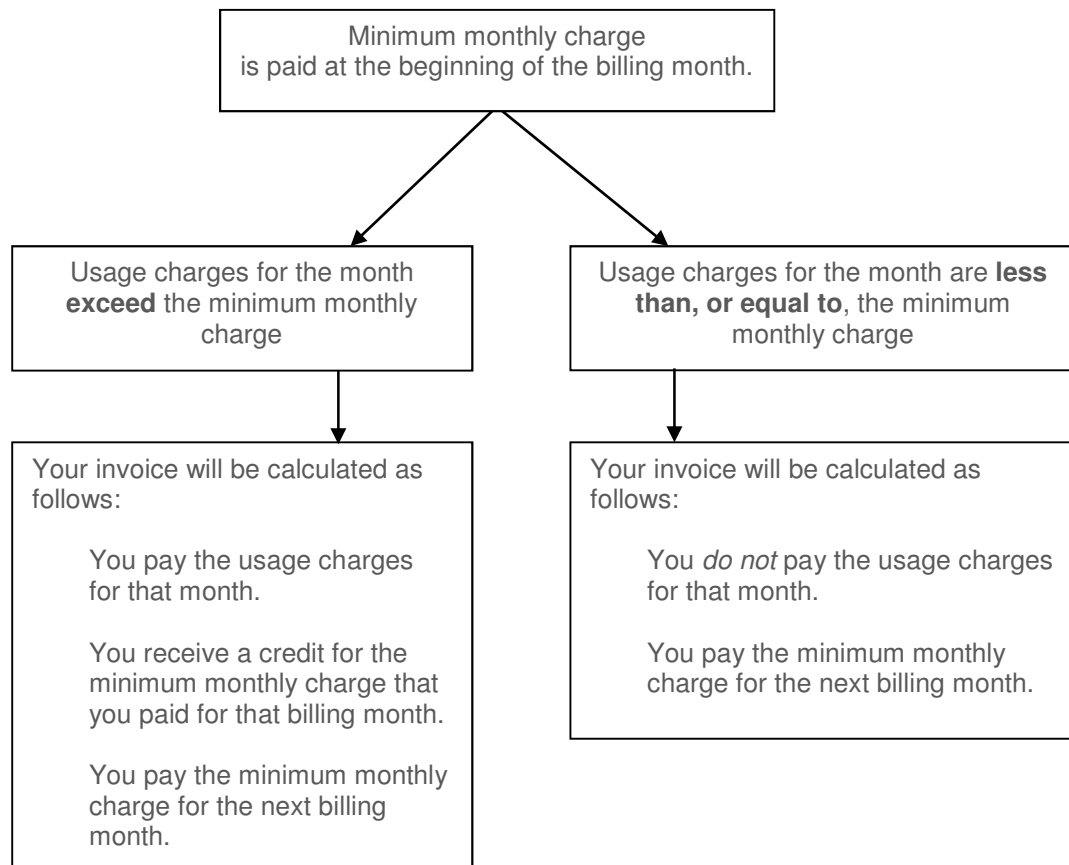
Storage and Bandwidth	Pricing
Storage per GB*	18c
Inbound Bandwidth per GB*	12c
Outbound Bandwidth per GB*	12c

Operating Systems and External IP's	Pricing
Linux	free
Windows Licensing Fee (per licence/hr)	2c
External IP's (per external IP/month) <i>(External IP's are not included in the minimum monthly charge)</i>	\$3.00

SECTION C : PRICING SCHEDULE

* Usage charges per GHz or GB are calculated according to the percentage of GHz or GB used (e.g. if you store 0.5GB of data in a month, your storage fee for that month will be $0.5\text{GB} \times 18\text{c} = 9\text{c}$).

** The payment process for Business Cloud Services is set out in the diagram below. The minimum monthly charge is billed in advance at the beginning of each billing month. Usage charges (calculated in accordance with the above tables) are billed in arrears at the end of each billing month.



SECTION C : PRICING SCHEDULE

11. DATA PACK PRICING

Extra Capacity (GB)	Price per month
10	\$10.00
20	\$15.00
50	\$30.00
100	\$50.00
200	\$80.00

12. ONLINE VAULT SERVICE PRICING

Plan	Backup Capacity (GB)	Price per month
Online Vault 1	5	\$5.00
Online Vault 2	10	\$10.00
Online Vault 3	20	\$15.00

13. TECHII™ PRICING

Service	Price
1 hour visit	\$99.00
Additional 30 minute blocks (as required)	\$22.00

14. BUSINESS GRADE HARDWARE

Modem	Netphone1	Multiple PCs	Wireless	No Contract
Cisco 877 ADSL Security Router with Annex M Support	X	4	X	\$799.00
Cisco 877W ADSL Security Router with wireless 802.11g and AnnexM	X	4	4	\$899.00
Cisco Small Business Router SRP 527W with ADSL2+, NETPHONE1 and	✓	4	4	\$429.00

SECTION C : PRICING SCHEDULE

802.11n				
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SMARTnet Contract	On Contract (Per month)	
	12	24
SMARTnet 8x5xNBD for Cisco 887	\$75.95	\$151.80
SMARTnet 8x5xNBD for Cisco 877W	\$88.00	\$176.00

15. MOBILE BROADBAND PRICING

Mobile Broadband Pricing

The Mobile Broadband Service is provided under a data usage plan. Each data usage plan must be combined with a hardware option. Depending on the hardware option selected, the contract term for the data usage plan will have a minimum contract term of one month, 12 months or 24 months. The monthly charge applicable in respect of the data usage plan will depend on the hardware option and whether the Mobile Broadband service is bundled with other services that attract a bundling discount. The names of the data usage plans and the hardware options are set out in the following table.

Table 15.1

Data Usage Plan		Hardware options
3G Residential Plans	3G Mobile Broadband 4 GB	Each plan is available in combination with the following hardware options: <ul style="list-style-type: none"> • SIM only (byo) • MobiiBroadband (different devices are provided for 3G and 4G services) • MobiiHotspot (different devices are provided for 3G and 4G services) • Tablet
	3G Mobile Broadband 8 GB	
	3G Mobile Broadband 16 GB	
	3G Mobile Broadband 20 GB	
3G Business Plans	3G Mobile Broadband - Business 4 GB	
	3G Mobile Broadband - Business 8 GB	
	3G Mobile Broadband - Business 16 GB	
	3G Mobile Broadband - Business 20 GB	
4G Residential Plans	4G Mobile Broadband 5 GB	
	4G Mobile Broadband 10 GB	
	4G Mobile Broadband 15 GB	
	4G Mobile Broadband 20 GB	

SECTION C : PRICING SCHEDULE

4G Business Plans	4G Mobile Broadband - Business 5 GB	
	4G Mobile Broadband - Business 10 GB	
	4G Mobile Broadband - Business 15 GB	
	4G Mobile Broadband - Business 20 GB	

Each data usage plan has a monthly data usage quota for which a monthly fee is charged. All usage, both uploads and downloads, applies towards the monthly data usage quota. Any unused quota cannot be rolled over and is forfeited at the end of the month. Excess usage charges are applicable for any usage in addition to the monthly data usage quota. The monthly data usage quota, the monthly fee for the data usage quota and the excess usage charge rate for each plan is set out in the following tables.

Monthly charges for data usage plans

The monthly charges for each data usage plan are set out in the following tables

3G Residential Plans

Table 15.2

Residential Plans	Monthly usage quota	Unbundled cost per month	Bundled ⁽³⁾ cost per month	Excess usage charge
3G Mobile Broadband 4 GB	2GB peak 2GB off peak ⁽¹⁾	\$19.95	\$14.95	5 cents per MB
3G Mobile Broadband 8 GB	4GB peak 4GB off peak ⁽¹⁾	\$29.95	\$24.95	5 cents per MB
3G Mobile Broadband 16 GB	8GB peak 8GB off peak ⁽¹⁾	\$39.95	\$34.95	5 cents per MB
3G Mobile Broadband 20 GB	10GB peak 10GB off peak ⁽¹⁾	\$59.95	\$54.95	5 cents per MB

SECTION C : PRICING SCHEDULE

3G Business Plans

Table 15.3

Business Plans	Monthly usage quota	Unbundled cost per month	Bundled ⁽³⁾ cost per month	Excess usage charge
3G Mobile Broadband - Business 4 GB	2GB peak 2GB off peak ⁽¹⁾	\$24.95	\$19.95	5 cents per MB
3G Mobile Broadband - Business 8 GB	4GB peak 4GB off peak ⁽¹⁾	\$34.95	\$29.95	5 cents per MB
3G Mobile Broadband - Business 16 GB	8GB peak 8GB off peak ⁽¹⁾	\$44.95	\$39.95	5 cents per MB
3G Mobile Broadband - Business 20 GB	10GB peak 10GB off peak ⁽¹⁾	\$64.95	\$59.95	5 cents per MB

4G Residential Plans

With SIM only (byo) or where MobiiBroadband or MobiiHotspot device or Tablet is purchased outright

Table 15.4

Plan	Monthly usage quota	Unbundled cost per month	Bundled ⁽³⁾ cost per month	Excess usage charge
4G Mobile Broadband 5 GB	5GB anytime ⁽²⁾	\$29.95	N/A	2 cents per MB
4G Mobile Broadband 10 GB	10GB anytime ⁽²⁾	\$34.95	\$29.95	2 cents per MB
4G Mobile Broadband 15 GB	15GB anytime ⁽²⁾	\$54.95	\$49.95	2 cents per MB
4G Mobile Broadband 20 GB	20GB anytime ⁽²⁾	\$74.95	\$69.95	2 cents per MB

SECTION C : PRICING SCHEDULE

With MobiiBroadband or MobiiHotspot under a 24 month minimum term contract

Table 15.5

Plan	Monthly usage quota	Unbundled cost per month	Bundled ⁽³⁾ cost per month	Excess usage charge
4G Mobile Broadband 5 GB	5GB anytime ⁽²⁾	\$34.95	N/A	2 cents per MB
4G Mobile Broadband 10 GB	10GB anytime ⁽²⁾	\$39.95	\$34.95	2 cents per MB
4G Mobile Broadband 15 GB	15GB anytime ⁽²⁾	\$59.95	\$54.95	2 cents per MB
4G Mobile Broadband 20 GB	20GB anytime ⁽²⁾	\$79.95	\$74.95	2 cents per MB

4G Business Plans

With SIM only (byo) or where MobiiBroadband or MobiiHotspot device or Tablet is purchased outright

Table 15.6

Plan	Monthly usage quota	Unbundled cost per month	Bundled ⁽³⁾ cost per month	Excess usage charge
4G Mobile Broadband - Business 5 GB	5GB anytime ⁽²⁾	\$29.95	N/A	2 cents per MB
4G Mobile Broadband - Business 10 GB	10GB anytime ⁽²⁾	\$34.95	\$29.95	2 cents per MB
4G Mobile Broadband - Business 15 GB	15GB anytime ⁽²⁾	\$54.95	\$49.95	2 cents per MB
4G Mobile Broadband - Business 20 GB	20GB anytime ⁽²⁾	\$74.95	\$69.95	2 cents per MB

SECTION C : PRICING SCHEDULE

With MobiiBroadband or MobiiHotspot under a 24 month minimum term contract

Table 15.7

Plan	Monthly usage quota	Unbundled cost per month	Bundled ⁽³⁾ cost per month	Excess usage charge
4G Mobile Broadband - Business 5 GB	5GB anytime ⁽²⁾	\$34.95	N/A	2 cents per MB
4G Mobile Broadband - Business 10 GB	10GB anytime ⁽²⁾	\$39.95	\$34.95	2 cents per MB
4G Mobile Broadband - Business 15 GB	15GB anytime ⁽²⁾	\$59.95	\$54.95	2 cents per MB
4G Mobile Broadband - Business 20 GB	20GB anytime ⁽²⁾	\$79.95	\$74.95	2 cents per MB

⁽¹⁾ Off Peak times are 00:00 to 07:00 AEST/AEDST every day. All other times are On-Peak times.

⁽²⁾ There is no distinction between Peak and Off Peak times for 4G plans.

⁽³⁾ To be eligible for the bundled rate, in addition to the Mobile Broadband Service, you must also have a current iiNet Broadband Internet Service OR an iiNet PSTN Phone Service (excluding additional Mobile Broadband Services, Dial Up internet, Netphone1 and Hosting services).

Charges for hardware

SIM only (byo)

Table 15.8

Hardware option	Cost of SIM card	Minimum contract term for data plan
SIM only (byo) 3G	\$25	12 months
SIM only (byo) 4G	\$25	1 month

MobiiBroadband and MobiiHotspot

The charges and minimum contract terms for MobiiBroadband and MobiiHotspot options are set out in the following tables.

SECTION C : PRICING SCHEDULE

Table 15.9

Hardware option	Purchase price when combined with a 12-month minimum term data usage plan	Purchase price when combined with a 24-month minimum term data usage plan	Purchase price when combined with a month to month data usage plan
MobiiBroadband 3G	\$29	\$0	n/a
MobiiHotspot 3G	\$99	\$29	n/a
MobiiBroadband 4G	n/a	\$0	\$189
MobiiHotspot 4G	n/a	\$49	\$229

Tablets

Tablets are only available for sale to existing Mobile Broadband Service customers or on sign up for a new Mobile Broadband customers. Tablets can be purchased by means of a one off payment or on a 24 month repayment plan where the outright cost of the tablet is split over 24 months. The purchase price of the different tablets is set out in the following table.

Table 15.10

Tablet	One off payment purchase price	Monthly repayment under 24 month repayment plan
Samsung Galaxy Tab2 7	\$168	\$7 per month
Samsung Galaxy Tab2 10.1	\$288	\$12 per month
Samsung Galaxy Camera ⁽⁴⁾	\$576	\$24 per month

⁽⁴⁾ Only available to residential customers.

A tablet purchased outright, must be combined with a 12 month minimum term data usage plan.

A Tablet purchased under a 24 month repayment plan must be combined with a 24 month minimum term data usage plan.

A repayment plan is only available if a Mobile Broadband Service exists on an account which does not already have a repayment plan connected to it.

SECTION C : PRICING SCHEDULE

If your Mobile Broadband Service is cancelled, you will be liable for any applicable Contract Break Fees and the tablet repayment plan will be cancelled and any remaining instalments under the tablet repayment plan will be invoiced to your account, and charged to you during your next billing cycle.

If you are a residential customer and you choose to purchase a device (i.e. a tablet and/or mobile phone handset) on a repayment plan, the number of devices that you can apply for on a repayment plan will be limited as set out in the table below, based on the number of months for which you have been one of our customers (your “Tenure”). No limits apply to the outright purchase of devices.

Table 15.11

Tenure	Number of devices available on repayment plan
0 - 3 months	1 device per account
3 - 6 months	2 devices per account
6 or more months	3 or more devices per account

When the tablet is activated you will be charged a pro-rata fee of the monthly amount on the payment plan selected by you from the activation date until the last day of the first calendar month of the Payment Plan.

Other Hardware

Table 15.12

Hardware	Purchase price
External antenna	\$49.95
BobLite	\$129

Static IP address for Business Plans

All Business Plans for the Mobile Broadband Service have an optional “Static IP” service at a cost of \$10 per month.

Contract Break Fees applicable to 3G Plans

Table 15.13

Tenure	On a 24-month contract term
0 – 6 months	\$140
7 – 12 months	\$114
13 – 18 months	\$81
19 – 24 months	\$46
Tenure	On a 12-month contract term

SECTION C : PRICING SCHEDULE

0 – 12 months	\$35
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Contract Break Fees applicable to 4G Plans

Table 15.14

Tenure	On a 24-month contract term
0 – 6 months	\$250
7 – 12 months	\$150
13 – 18 months	\$100
19 – 24 months	\$50

Total Minimum price payable

The total minimum price payable for the Mobile Broadband Service depends on the data plan that you select and the equipment option chosen. The total minimum price payable is calculated by adding A and B together where:

A = Monthly data plan fee x minimum term of contract (the monthly data plan fee is set out in tables 15.2 to 15.7 above)

B = the price paid for the hardware (the price for the different hardware and the options available, including the minimum data plan term that is required are set out in tables 15.8 to 15.10)

Two examples are provided in the following table.

Table 15.15

Monthly data usage plan	Minimum contract term ⁽⁵⁾	Equipment option	Minimum price payable ⁽⁶⁾
Residential 3G Mobile Broadband 4 GB	24 months	Samsung Galaxy Tab2 7 purchased on 24 month repayment plan	The minimum price payable over 24 months will be \$790.80 where A = \$19.95 x 24 = \$478.80; and B = \$13 x 24 = \$312
Residential 4G Mobile Broadband 10 GB	24 months	MobiiHotspot 4G combined with a 24 month data usage plan	The minimum price payable over 24 months will be \$1007.80 where A = \$39.95 x 24 = \$958.80; and B = \$49

SECTION C : PRICING SCHEDULE

⁽⁵⁾ The equipment option chosen will determine the minimum term of the contract.

⁽⁶⁾ Does not include any bundling discounts.

16. IPTV SERVICES

Service Options

iiNet TV with Fetch	Cost (Rent the Set Top Box)	Cost (Purchase Set Top Box)
Monthly Service Cost	\$5.00 per month	\$5.00 per month
Setup Fee	\$0.00	n/a
Set Top Box	\$5.00	\$299.00
Total cost per month	\$10.00 per month	\$5.00 per month

Additional Hardware & Other Fees

Description	Cost
Non Return Fee (equal to the Set Top Box Purchase Price minus the refurbishment cost)	Generation 1 Set Top Box: \$309.00 Generation 2 Set Top Box: \$299.00
Replacement Fee	Generation 1 Set Top Box: \$309.00 Generation 2 Set Top Box: \$299.00
Remote replacement	\$29.95
5-meter Ethernet cable	\$9.95
iiNet Wireless Bridge Device	\$119.00

Break & Downgrade Fees

For Hired Set Top Boxes only	Cost	
	Contracts prior to 26 February 2013	Contracts from 26 February 2013 onwards
Less than 21 days after service activation	\$110	\$110
22 days to Month 6	\$430	\$400
Month 7 to 12	\$310	\$300

SECTION C : PRICING SCHEDULE

For Hired Set Top Boxes only

Cost

Month 13 to 18	\$190	\$200
Month 19 to 24	\$60	\$100
Downgrade Fee	\$29	\$29

Video On Demand Content Fee

Video on Demand Content	Cost
Library Titles	\$3.95
Standard Definition Titles	\$5.95
High Definition Titles	\$6.95

Subscription Packages

Subscription Packages

Monthly Cost

Entertainment Plus Pack	\$19.95
Taj Mahal	\$24.95
The Great Wall	\$19.95
Tiger Pack	\$19.95
Pinoy Pack	\$14.95
Korean Pack	\$14.95
Ovation	\$4.95
Setanta	\$14.95
TVB Cantonese Pack	\$49.95
Sun South Indian	\$29.95

SECTION C : PRICING SCHEDULE

17. BONDED DSL

Item	Cost
Monthly Cost (on 24-month Contract Term)	\$99.00
Setup Fee – Naked	\$150.00
Setup Fee – Off Net	\$79.95
Zyxel ADSL2+ Bonded 4-port Router	\$419.00
Cancellation Fee within first 6 months	\$69.00

18. CONTRACT BREAK FEES

Product	Type	Tenure (months)			
		<6	7 to 12	13 – 18	19 -24
Broadband2	iiNetwork	\$144	\$84	\$66	\$50
	iiNetwork (bundled)	\$215	\$134	\$98	\$65
	iiNetwork (bundled) (with special offer)*	\$450	\$300	\$200	\$100
Broadband1	Telstra network	\$202	\$135	\$104	\$72
	Telstra network (bundled)	\$243	\$163	\$127	\$94
	Telstra network (bundled) (with special offer)*	\$500	\$350	\$200	\$100

Product	Type	Tenure (months)			
		<6	7 to 12	13 – 18	19 -24
Naked DSL	All Naked DSL plans	\$223	\$144	\$109	\$75
	With BoB	\$292	\$193	\$137	\$83
	All Naked DSL plans (with special offer)*	\$450	\$300	\$200	\$100

* These contract break fees will apply to you if you are receiving the service under a 24 month contract and you were notified during your Application that your new phone/service line connection fee was reduced from \$299 to \$59.

SECTION C : PRICING SCHEDULE

Product	Type / Plan	Contract Term (months)	Tenure (months)			
			<6	7 to 12	13 – 18	19 -24
Mobile Broadband	All plans	12	\$35	\$35	-	-
	All plans	24	\$140	\$114	\$81	\$46

Product	Type	Tenure (Days)	Tenure (months)			
		<21	<6	7 to 12	13 – 18	19 -24
IPTV iiNet TV with Fetch	Contracts prior to 26 February 2013	\$110	\$430	\$310	\$190	\$60
	Contracts from 26 February 2013 onwards	\$110	\$400	\$300	\$200	\$100

Product	Type	Tenure (months)			
		<6	7 to 12	13 – 18	19 -24
Business Packs	Business Pack One	\$270	\$80	-	-
	Business Pack Two	\$290	\$90	-	-
	Business Pack Three	\$310	\$110	-	-

Product	Type	Tenure (months)			
		<6	7 to 12	13 – 18	19 -24
Broadband Transfer	Transfer	\$190	\$126	\$101	\$78
	Free Transfer	\$186	\$110	\$78	\$49

Product	Type	Tenure (months)			
		<6	7 to 12	13 – 18	19 -24
Contract Renewals	iiNetwork	\$152	\$117	\$96	\$83
	Telstra Network	\$93	\$76	\$69	\$68

Product	Type	Tenure (months)			
		<6	7 to 12	13 – 18	19 -24

SECTION C : PRICING SCHEDULE

BoB rental contract	Cancellation Return Fee	\$200	\$100	\$100	\$100
	Cancellation non Return Fee	\$369	\$150	\$150	\$150
BoB2 rental contract	Cancellation Return Fee	\$150	\$75	\$75	\$75
	Cancellation non Return Fee	\$279	\$125	\$125	\$125

Product	Type	Tenure (months)			
		<6	7 to 12	13 – 18	19 -24
Business Voice IP 335	Contract Break Fee	\$265	\$211	\$131	\$43
Business Voice IP 550	Contract Break Fee	\$313	\$245	\$151	\$49
Business Voice IP 670	Contract Break Fee	\$421	\$321	\$195	\$62
Business Voice IP 670 and expansion kit	Contract Break Fee	\$553	\$415	\$250	\$78

BUDII™					
Type	Product	Tenure (months)			
		<6	7-12	13-18	19-24
Contract Break Fees (Purchase or Rental with 24 month minimum contract period)	Budii™ Device + Handset or Budii™ Device + Handset + Tablet	\$200	\$150	\$100	\$50
Non-return fees	Budii™ Device	\$323.10			
	Handset	\$125.95			
	Tablet	\$149.95			
	Budii™ Device + Handset	\$479			
	Budii™ Device + Handset + Tablet	\$599			

SECTION C : PRICING SCHEDULE

Product	Contract	Type	Tenure (months)			
			0 - 6	7 - 12	13 - 18	19 - 24
NBN Fibre Residential Plans	Contracts from 14 May 2013 onwards	Contract Break Fee	\$200	\$150	\$100	\$80
NBN Fixed Wireless Residential Plans	Contracts from 14 May 2013 onwards	Contract Break Fee	\$200	\$150	\$100	\$80
NBN Satellite Residential Plans	Contracts from 14 May 2013 onwards	Contract Break Fee	\$200	\$150	\$100	\$80

SECTION C : PRICING SCHEDULE

19. MOBILE VOICE FEES

Residential Plans

Feature	\$15 Plan	\$30 Plan	\$45 Plan	\$60 Plan
Monthly Fee	\$15	\$30	\$45	\$60
Flagfall - connection cost of calls made from your mobile	\$0.35	\$0.35	\$0.35	Included
National calls - includes any mobile within Australia	\$0.90 per minute	\$0.90 per minute	\$0.90 per minute	Included
National calls - includes any landline within Australia	\$0.90 per minute	\$0.90 per minute	\$0.90 per minute	Included
Calls to 13/1300/1800 numbers	\$0.90 per minute	\$0.90 per minute	\$0.90 per minute	Included
Billing increment	60 seconds	60 seconds	60 seconds	N/A
Voicemail retrieval	\$0.90 per minute	\$0.90 per minute	\$0.90 per minute	Included
SMS text message (anywhere in Australia)	\$0.25 per SMS	Included	Included	Included
International SMS text message	\$0.35 per SMS	\$0.35 per SMS	\$0.35 per SMS	\$0.35 per SMS
MMS message (anywhere in Australia)	\$0.50 per MMS	\$0.50 per MMS	\$0.50 per MMS	Included
International MMS	\$0.75 per MMS	\$0.75 per MMS	\$0.75 per MMS	\$0.75 per MMS
Directory assistance (1223)	\$0.50 per call			
Excess data - downloads & uploads above your monthly allowance	\$0.05 per MB			
International billing increment	60 seconds			

All prices quoted are inclusive of GST.

Other Fees

SECTION C : PRICING SCHEDULE

Description	Price
SIM / Micro-Sim (or replacement)	\$20.00
Plan downgrade	\$nil
Activation Fee	\$nil

Business Plans

Feature	\$14.95 Plan	\$29 Plan	\$49 Plan	\$69 Plan
Monthly Fee	\$14.95	\$29	\$49	\$69
Included value to any network	\$200	\$650	\$900	All
Included Fleet value to iiNet mobiles on same account	All	All	All	All
Standard Fixed Line calls within Australia	As per Included Value	As per Included Value	All	All
Standard SMS within Australia	As per Included Value	All	All	All
Included data allowance	200 MB	1500 MB	2000 MB	5000 MB
Flagfall - connection cost of calls made from your mobile	\$0.35			
National calls - includes any mobile within Australia	\$0.90 per minute	\$0.90 per minute	\$0.90 per minute	Included
National calls - includes any landline within Australia	\$0.90 per minute	\$0.90 per minute	Included	Included
Calls to 13/1300/1800 numbers	\$0.90 per minute	\$0.90 per minute	Included	Included
Billing increment	60 seconds	60 seconds	60 seconds	N/A
Voicemail retrieval	Included	Included	Included	Included
SMS text message (anywhere in Australia)	\$0.25 per SMS	Included	Included	Included
International SMS text message	\$0.35 per SMS	\$0.35 per SMS	\$0.35 per SMS	\$0.35 per SMS
MMS message (anywhere	\$0.50 per	\$0.50 per	\$0.50 per	Included

SECTION C : PRICING SCHEDULE

Feature	\$14.95 Plan	\$29 Plan	\$49 Plan	\$69 Plan
in Australia)	MMS	MMS	MMS	
International MMS	\$0.75 per MMS	\$0.75 per MMS	\$0.75 per MMS	\$0.75 per MMS
Directory assistance (1223)	\$0.50 per call			
Excess data - downloads & uploads above your monthly allowance	\$0.05 per MB			
International billing increment	60 seconds			

All prices quoted are inclusive of GST.

Other Fees

Description	Price
SIM / Micro-Sim (or replacement)	\$20.00
Plan downgrade	\$nil
Activation Fee	\$nil

20. MOBILE HANDSET FEES

Handset Pricing

Handset	Price – Outright Purchase	Price – 24 Month Contract
Samsung Galaxy Note II (grandfathered)	\$792	\$33/month
Samsung Galaxy Note III	\$912	\$38/month
Samsung Galaxy S4	\$792	\$33/month
Samsung Galaxy S4 Mini	\$528	\$22/month
Samsung Galaxy Express	\$384	\$16/month
Samsung Galaxy S4 Active	\$696	\$29/month
Samsung Galaxy S3 (Grandfathered)	\$360	\$15/month
Samsung Ativ S	\$600	\$25/month

SECTION C : PRICING SCHEDULE

Samsung Galaxy S2 (grandfathered)	\$240	\$10/month
Samsung Galaxy Ace	\$120	\$5/month

21. FIBRE HFC

Residential Fibre HFC Plans

Price per month	Speed*	Quota (GB) Peak/Off-Peak	Shaping	Peak	Off Peak
\$49.95	12 / 1 Mbps	20 / 20	256 / 256	8 am - 2 am	2 am - 8 am
\$59.95		100 / 100	256 / 256	8 am - 2 am	2 am - 8 am
\$79.95		500 / 500	256 / 256	8 am - 2 am	2 am - 8 am
\$54.95	25 / 5 Mbps	20 / 20	256 / 256	8 am - 2 am	2 am - 8 am
\$64.95		100 / 100	256 / 256	8 am - 2 am	2 am - 8 am
\$84.95		500 / 500	256 / 256	8 am - 2 am	2 am - 8 am
\$64.95	50 / 8 Mbps	20 / 20	256 / 256	8 am - 2 am	2 am - 8 am
\$74.95		100 / 100	256 / 256	8 am - 2 am	2 am - 8 am
\$94.95		500 / 500	256 / 256	8 am - 2 am	2 am - 8 am
\$69.95	100 / 8 Mbps	20 / 20	256 / 256	8 am - 2 am	2 am - 8 am
\$79.95		100 / 100	256 / 256	8 am - 2 am	2 am - 8 am
\$99.95		500 / 500	256 / 256	8 am - 2 am	2 am - 8 am

* These are maximum Fibre HFC access port speeds. Data transfer speeds to individual premises may differ.

Contract Options:

Contract Options	Setup Fee Cost	Modem Cost (Arris Touchstone CM820)
24 Months	\$0	\$0
No Contract	\$170.00	\$0

Contract Break Fees	0 to 6 months	7-12 Months	13-18 Months	19-24 Months
24 Months Option	\$250.00	\$150.00	\$100.00	\$50.00
No Contract Option	\$0	\$0	\$0	\$0

Other Fees:

Plan Downgrades	\$39	All plan downgrades incur a \$39 fee.
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SECTION C : PRICING SCHEDULE

22. BUDII™

Hardware	Purchase Outright	Purchase with xDSL or fibre service (24 month minimum contract period)	Rental with xDSL or fibre service (24 month minimum contract period)
Budii™ Device + Handset	\$479	\$399	\$19.95 per month (total cost over 24 month minimum contract period: \$478.80)
Budii™ Device + Handset + Tablet	\$599	\$519	\$24.95 per month (total cost over 24 month minimum contract period: \$598.80)
Additional Handset	\$125.95	n/a	n/a
Additional Tablet	\$149.95	n/a	n/a

23. BUSINESS SUPPORT FEES

Applicable Fee	
On-site installation	cluding GST). Depending on location, additional charges for travelling time may apply. any such charges will be notified to you prior to us accepting your request for the on-site DSL installation.
On site IT support	r hour (GST inclusive) charged at \$49.75 (GST inclusive) per 15 minutes. Depending on location, additional charges for travelling time may apply. Any such charges will be notified to you prior to us accepting your request for on-site IT Support.
Managed Services	are as per Managed Services Agreement

24. MISCELLANEOUS FEES

Premium Provisioning Fees

This service is purchased during signup. The Premium Provisioning service reduces the time it takes to provision a service. The fee is a once-off fee.

Service	Fee
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SECTION C : PRICING SCHEDULE

Shared Spectrum Services	\$79.95
Naked Services	\$145.00

Handling Fee

Refunds are provided via credit card. If a refund is required via a means other than credit card, a handling fee of \$10 may be charged.

Printed Invoices

Printed invoices are charged at \$1.49 per invoice per month.

Complaint Administration Fee

Complaints lodged more than 2 years after a dispute arises may incur a \$25 administrative fee to cover the cost of retrieving and investigating archived data. This fee will be refunded if the dispute is resolved in your favour.

Incorrect Call-Out Fee

If we attend your premises to repair a Fault reported by you, but we determine that there is no Fault or the Fault is caused by Your Equipment, we may charge you a fee of \$120 for attendance plus \$35 per 15 minutes there-after with a 15 minute minimum.

Amex & Diners Levy Charge

A 3% service fee is applicable on American Express (Amex) & Diners Club International (Diners) payments. The service fee applies in the following situations:

- when choosing Amex or Diners as the preferred payment method at the time of signing up for your service(s) with iiNet
- when changing from your existing payment method with iiNet to Amex or Diners

Customers will have the fee waived when:

- updating the expiry date on the existing Amex or Diners card
- changing from an existing to a new Amex or Diners card

Decline Fee

We do not currently charge customers a fee if a direct debit payment is declined or a cheque is dishonoured. However, in future we reserve the right to pass on any such charges imposed by our bank. If we do introduce a Decline Fee, we will update our Pricing Schedule with the amount of the charge in accordance with clause 1.5(c) of the General Terms. Please refer to the most recent version of this Pricing Schedule, available on our website.

Downgrade Fee

A fee of \$29 is payable whenever you change your product to one of equal or lesser value.

Restocking fee

If you purchase the wrong equipment and we agree to exchange it for you, we will charge you a \$40.00 fee to cover our costs.

SECTION C : PRICING SCHEDULE

25. EQUIPMENT

Hardware and Software

Hardware	Contract	
	None	24 month
BoB™ Lite	\$99	\$69
BoB™ - 4 port wireless VoIP router, includes BoB handset	\$369	\$269
BoB™ - 4 port wireless VoIP router, excludes BoB handset	\$309	\$209
BoB™ – Additional BoB handset (supports up to 5)	\$69	N/A
BoB2™ – Including handset	\$279	\$199
BoB2™ – Additional handset	\$89.95	-
iiNet Wireless Bridge	\$119	-
1 Port ADSL 2/2+ USB/Ethernet Combo	\$109	\$69
Alcatel OT-990	\$192	\$8/month

Hardware	Pricing
iiNet Piix™ Digital Photo Frame + SIM	24 month Service Term: \$99 + \$0 per month*
Linksys ATA Netphone1 Unit (SPA3102-AU)	\$119
iiNet Wireless Extender	\$59.95
Central Splitter	\$37
Ethernet Network Card	\$22
Dual Port Inline Filter	\$22
Wireless Adapter - Universal (F5D-7050au)	\$84.95
Wireless Adapter - Universal (F5D-7050au)	\$64.95
Wireless Card for a Laptop (F5D-7010au)	\$64.95
Symantec Internet Security Bundle	\$85.00
Symantec Norton Anti Virus	\$50.00
N1 Wireless USB Adaptor (BoB™ compatible)	\$109.95

SECTION C : PRICING SCHEDULE

* \$99 upfront payment plus \$0 per month for the first Service Term of 24 months. We will provide you with at least 90 days' notice if any additional cost is to be incurred after the first Service Term.

The cost of Hardware purchased during the application process is deducted from the bank account or credit card supplied in the application on the Service Commencement Date (the date on which we notify you that the Service is ready for use).

Freight fee: \$15.00 freight fee applies to all Hardware/Software not purchased with a modem.

SECTION C : PRICING SCHEDULE

26. WARRANTY INFORMATION

How to claim under the warranty and your rights

- 26.1 In order to claim under the warranty, you should contact us on 13 22 58 or via email to support@iinet.net.au, advise that you wish to claim under the warranty and answer any questions we have. We will assess whether you are eligible to claim under the warranty and determine, at our option and in accordance with any specific terms that apply to the relevant equipment, whether to repair or replace your equipment, or provide a credit.
- 26.2 If we determine that your equipment needs to be returned, you will be sent replacement equipment and a return freight bag in which to return the faulty equipment.
- 26.3 If the faulty equipment is not returned to us, with all cables, accessories and components, within 21 days of you receiving the replacement equipment and return freight bag, you will be charged the full price for the purchase of the equipment that we sent to you, plus any shipping costs relating to the prepaid satchel that was sent to you. You will also still be charged for the original equipment and if the original equipment has already been paid for, you will not be entitled to a refund.
- 26.4 The warranty does not apply to faults caused by any of the following **(Non Covered Events)**:
- (a) any equipment not supplied by us;
 - (b) any interference with or modification to the equipment or a failure to use it in accordance with instructions; or
 - (c) damage caused by you or someone who has used the equipment (for example misuse or exposure to liquid or excessive heat); or
 - (d) an external event (for example a fire or flood).
- 26.5 If on inspection of the returned equipment we determine that the fault was caused by a Non Covered Event, you will be charged for the original equipment (or if the original equipment has already been paid for, you will not be entitled to a refund) and the replacement equipment, unless:
- (a) you have not used the replacement equipment; and
 - (b) you return it to us in its unopened packaging,
- in which case, you will not be charged for the replacement equipment.
- 26.6 The repair or replacement of equipment may result in loss of data (such as loss of telephone numbers stored on your handset).
- 26.7 Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If your equipment is replaced with refurbished equipment, the warranty applies in relation to that refurbished equipment from the remainder of the original Warranty Period or thirty days, whichever is longer.

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- 26.8 The benefits given to you by this warranty are in addition to other rights and remedies you may have at law.
- 26.9 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 26.10 This warranty is given by iiNet Limited (ACN 068 628 937) of 1/502 Hay Street, Subiaco, WA, 6008. You can contact us on 13 22 58 or via email to support@iinet.net.au if you have any questions regarding this warranty.

Warranty Periods

- 26.11 You must notify us of the fault with your equipment within the applicable Warranty Period (beginning from the date you purchased the equipment) as follows:

EQUIPMENT	Warranty Period
BoB Lite™	24 months
BoB2™	24 months
iiNet Wireless Bridge	24 months
DSL & Cable Modems	12 months. Further warranties may be available directly from the manufacturer.
Budii™ hardware	purchase: 24 months rental: for as long as you rent the Budii™ hardware from us
Ethernet port/card	24 months
ADSL Inline Filter	12 months
ADSL Central Splitters	12 months
Business Voice Handsets	12 months
MobiiBroadband 4G	24 months
MobiiHotspot 4G	24 months
MobiiBroadband 3G	the same as your initial contract term for the Mobile Broadband Service - for example. if the initial contract term is 12 months, the warranty period is 12 months
MobiiHotspot 3G	the same as your initial contract term

SECTION C : PRICING SCHEDULE

	for the Mobile Broadband Service - for example. if the initial contract term is 12 months, the warranty period is 12 months
External Antenna	the same as your initial contract term for the Mobile Broadband Service - for example. if the initial contract term is 12 months, the warranty period is 12 months
Mobile Voice Handsets purchased on or before 15 August 2012	12 months
Mobile Voice Handsets purchased after 15 August 2012	<p>'Dead on arrival' period: 30 days, subject to clauses 26.15 to 26.18 below.</p> <p>Manufacturer's warranty: 24 months</p>
Samsung Tablet Devices	<p>'Dead on arrival' period: 30 days, subject to clauses 26.15 to 26.18 below.</p> <p>Manufacturer's warranty: 24 months</p>
iiNet Piix™ Digital Photo Frame	24 months

Warranty for equipment other than Mobile Voice Handsets purchased after 15 August 2012

- 26.12 We will repair, replace or provide credit for faulty equipment provided by us at no cost to you, if you notify us of the fault within the applicable Warranty Period.
- 26.13 However, we will charge you for the repair or replacement of faulty equipment, if the fault was caused by a Non Covered Event. We may also charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).
- 26.14 If we decide to repair the equipment, you must give us sufficient information to assess the fault, including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

Warranty for Mobile Voice Handsets and Tablet Devices purchased after 15 August 2012

- 26.15 We will provide you with a replacement device if the following conditions are satisfied:
- (a) either:
 - (A) your device does not work on arrival; or
 - (B) it ceases to work within 30 days of the date that you purchased the device from us;

SECTION C : PRICING SCHEDULE

- (b) the fault with the device has not been caused by a Non Covered Event;
and
 - (c) you report the fault to us within 30 days of the date you purchased the device from us.
- 26.16 Where we provide you with a replacement device, you will be charged for both the original device and the replacement device unless you return the original device to us within 14 days.
- 26.17 The Samsung tablets and mobile phone handsets that we supply come with a 24 month manufacturer's warranty. The terms of this warranty are set out in the warranty documentation provided with the device.
- 26.18 If you wish to make a claim under the manufacturer's warranty you can do so through us by calling 13 22 58 or via email to support@iinet.net.au or by contacting Samsung directly by calling the Samsung service centre. If you chose to visit a Samsung service centre you will be required to provide proof of purchase, which we can provide to you. Please note that if Samsung carries out repairs to your device, which are not covered by the warranty, you may be liable to pay Samsung the cost of those repairs.

SECTION D1: FAIR USE POLICY FOR RESIDENTIAL PLANS

Customer Relationship Agreement

SECTION D1: FAIR USE POLICY FOR RESIDENTIAL PLANS

iiNet provides customers subscribing to some products with features such as free calls and/or text messages, or unmetered access within Australia to some websites. Details of the call types provided free of charge and the unmetered websites are included in the pricing schedule of the CRA Section C.

To ensure the availability of our services, we have a 'Fair Use Policy' to make sure everyone gets fair access. We have designed our products to be generous, but we do not want those generous terms abused.

If we think your usage is excessive we may refuse you access to this offer and charge you our Standard Rates for calls made (as set out in the Pricing Table for the iiNet service)

To ensure we do not unreasonably restrict our customers, the following steps will occur if we consider that a service is showing excessive use:

- | | |
|-----------------|---|
| Month 1. | iiNet may contact individual customers identified as exceeding <i>three</i> (3) times the average usage of all iiNet customers using that specific service, to discuss their usage requirements. Where an increase in usage occurs, but is not expected to continue, no alternative arrangements are necessary. |
| Month 2. | If the excessive usage continues into a second billing period, then further contact may be made to discuss a more appropriate plan. |
| Month 3. | If the excessive usage continues into the third billing period, the customer may be informed that free calls and/or text messages on their plan will no longer be available and that they will be charged standard call rates from that time forward. |

Excessive Use

For the purposes of the Fair Use policy, what is considered to be Excessive Use will either be advertised by iiNet at the time of the relevant promotion, or otherwise included in this Fair Use Policy.

Excessive use is a continuing and unreasonably disproportionate use of the service when compared to other users. In the case of *iiNet iiTalk*, free calls in excess of *three* times the number of calls per *iiNet iiTalk* service per month, averaged across customers on the same *iiTalk* plan, is Excessive Use.

Unreasonable Use

Some of our plans are designed for domestic use and others for commercial use. We believe that it is Unreasonable Use for domestic plans to be used by businesses whose activities include heavy incoming or outgoing telephone traffic.

Commercial use includes the following activities:

- running a telemarketing business or call centre;
- re-supplying or reselling the *service*; or

SECTION D1: FAIR USE POLICY FOR RESIDENTIAL PLANS

- other similar activities.

We consider the use of a service to be unreasonable if you make or receive calls on our Network other than for your own personal use. We may give or withhold our consent, or make our consent subject to conditions, at our discretion.

We consider your use of the iiNet service to be Unreasonable Use if your use of the iiNet service is considered fraudulent by iiNet or to adversely affect the iiNet Network or another customer's use of, or access to, an iiNet Service or Network.

Among other things, "fraudulent" use includes resupplying an iiNet Service without iiNet's consent so that a third party may access or use iiNet Services or take advantage of free calls and/or text messages. In addition, where we consider your use of free calls and/or text messages to be Unreasonable Use or that your use does not comply with the terms and conditions of the Service, then we may suspend your access to that or any other promotion or offer.

Prohibited Use

You must not, and must ensure that any person who uses your Service does not:

- engage in abusive behaviour toward our staff;
- use the Service to make inappropriate contact with children or minors;
- send, relay or otherwise distribute any electronic message, the contents or properties of which have been created, forged or altered for the purpose of impersonating, hiding or otherwise obscuring the original sender or source of that message;
- access, monitor, use or control any other person's equipment, systems, networks or data (including usernames and passwords) without their knowledge or consent or to otherwise probe, scan or test the vulnerability of any such equipment, networks, systems or data;
- store, send or distribute any viruses or other harmful programs, codes or other malicious software;
- access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, ours or a third party's security measures, computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as 'pyramid schemes', 'Ponzi schemes', and 'chain letters';
- engage in any activity which adversely affects the ability of other people or systems to use our Internet services or the Internet. This includes 'denial of service' attacks against another network host or individual user; or
- publish content which is prohibited or unlawful under any Commonwealth, State or Territory law or classification system.

SECTION D1: FAIR USE POLICY FOR RESIDENTIAL PLANS

Your failure to comply with this Fair Use Policy (including by any person who accesses and uses your Service) may lead to the immediate restriction, suspension or cancellation of your Service.

SPAM

In this section, "Spam" includes one or more unsolicited commercial electronic messages with an Australian link for the purposes of the *Spam Act 2003*.

You must not use the Service to:

- (a) send, allow to be sent, or assist in the sending of Spam;
- (b) use or distribute any software designed to harvest email addresses; or
- (c) otherwise breach the *Spam Act 2003* and accompanying regulations,

and we may suspend the Service under clause 14.2 of the General Terms if you do any of those acts, or if we reasonably suspect that you or a person using your Service is engaging in any of those acts.

We may also suspend the Service if the Service is being used to host any device or service that allows email to be sent between third parties not under your authority and control.

Subject to our obligations under Part 13 of the *Telecommunications Act 1997*, prior to suspending the Service we will first make reasonable attempts to contact you and give you an opportunity to remedy the issue within a reasonable timeframe, depending on the severity of the breach or suspected breach.

You must use reasonable endeavours to install the necessary security protocols to guard against Spam or a breach of the *Spam Act 2003* (by you or third parties), including where appropriate:

- (a) the installation and maintenance of antivirus software;
- (b) the installation and maintenance of firewall software; and
- (c) the application of operating system and application software patches and updates.

Our right to suspend your account applies regardless of whether the breach or suspected breach was committed intentionally, or by means not authorised by you, such as through a Trojan horse or a virus.

We may (but we are not obligated to) scan any IP address ranges allocated to you in connection with the Service in order to monitor compliance with this Fair Use Policy.

SECTION D2: FAIR USE POLICY FOR BUSINESS PLANS

Customer Relationship Agreement

SECTION D2: FAIR USE POLICY FOR BUSINESS PLANS

iiNet provides customers subscribing to some products (such as *iiTalk* or *Business Mobile*) with free calls and/or text messages. Details of the call types provided free of charge are included in the pricing schedule of the CRA Section C.

To ensure the enjoyment and availability of our services to all our eligible customers, we have a 'Fair Use Policy' to make sure everyone gets a fair-go. We have designed our products to be generous, but we do not want those generous terms abused.

If we think your invoice shows an excessive use we may refuse you access to this offer and charge you our Standard Rates for calls and/or text messages made (as set out in the Pricing Table for the iiNet service under the CRA Section C).

To ensure we do not unreasonably restrict our customers, the following steps will occur if we consider that a service is showing excessive use:

- Month 1.** iiNet may contact individual customers identified as exceeding *three* (3) times the average usage of all iiNet customers using that specific service, to discuss their usage requirements. Where an increase in usage occurs but is not expected to continue, no alternative arrangements are necessary.
- Month 2.** If the excessive usage continues in a second billing period, a second contact may be made to discuss an alternative plan.
- Month 3.** If the excessive usage continues into the third billing period, the customer may be informed that free calls and/or text messages on their plan will no longer be available and that they will be charged standard call rates from that time forward

Excessive Use

For the purposes of the Fair Use policy, what is considered to be Excessive Use will either be advertised by iiNet at the time of the relevant promotion or, otherwise included in this Fair Use Policy.

Excessive use is a continuing and unreasonably disproportionate use of the service when compared to other users. In the case of *iiNet iiTalk*, *Business Mobile*, and *Business Voice*, free calls in excess of THREE times the number of calls per iiNet service per month, averaged across customers on the same iiNet service, is considered Excessive Use.

Unreasonable Use

Single-line Business Plans are provided for use by business customers requiring a single-line service with inbound and outbound calls being made to and from a single handset. Using telephone systems capable of making multiple, simultaneous outbound calls over a single line via an IPPBX or similar software or hardware is considered to be an Unreasonable Use of this service.

SECTION D2: FAIR USE POLICY FOR BUSINESS PLANS

We believe it is Unreasonable Use for single line Business plans to be used by businesses for Commercial purposes and/or activities which normally include incoming or outgoing telephone traffic greater than would be reasonably expected for a single-line business user.

Business Voice plans are designed for multi-line business users but exclude the commercial use described below:

Commercial use would include the following activities:

- the running of a telemarketing business or call centre function;
- re-supplying or reselling the service; or
- other similar activities.

We consider the use of the service to be unreasonable if calls made on our Network are performed by anyone other than the business subscribing to the service, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, at our discretion.

We consider the use of the service to be Unreasonable if the use of the iiNet service is considered to be fraudulent or to adversely affect the iiNet Network, or another customer's use of, or access to, an iiNet service or Network.

Fraudulent use includes resupplying an iiNet Service without iiNet's written consent so that someone else may access or use iiNet services or take advantage of free calls and/or text messages.

Where iiNet considers your use of free calls and/or text messages to be Unreasonable Use, or Excessive Use, we may suspend your access to that service.

Prohibited Use

You must not, and must ensure that all persons who use your Service (including but not limited to your employees) do not:

- engage in abusive behaviour toward our staff;
- use the Service to make inappropriate contact with children or minors;
- send, relay or otherwise distribute any electronic message, the contents or properties of which have been created, forged or altered for the purpose of impersonating, hiding or otherwise obscuring the original sender or source of that message;
- access, monitor, use or control any other person's equipment, systems, networks or data (including usernames and passwords) without their knowledge or consent or to otherwise probe, scan or test the vulnerability of any such equipment, networks, systems or data;
- store, send or distribute any viruses or other harmful programs, codes or other malicious software;
- access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, ours or a third party's security measures, computer software or hardware, electronic communications system, or

SECTION D2: FAIR USE POLICY FOR BUSINESS PLANS

telecommunications system, whether or not the intrusion results in the corruption or loss of data;

- make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as 'pyramid schemes', 'Ponzi schemes', and 'chain letters';
- engage in any activity which adversely affects the ability of other people or systems to use our Internet services or the Internet. This includes 'denial of service' attacks against another network host or individual user; or
- publish content which is prohibited or unlawful under any Commonwealth, State or Territory law or classification system.

Your failure to comply with this Fair Use Policy (including by any person who accesses and uses your Service) may lead to the immediate restriction, suspension or cancellation of your Service.

SPAM

In this section, "Spam" includes one or more unsolicited commercial electronic messages with an Australian link for the purposes of the *Spam Act 2003*.

You must not use the Service to:

- (a) send, allow to be sent, or assist in the sending of Spam;
- (b) use or distribute any software designed to harvest email addresses; or
- (c) otherwise breach the *Spam Act 2003* and accompanying regulations,

and we may suspend the Service under clause 14.2 of the General Terms if you do any of those acts, or if we reasonably suspect that you or a person using your Service is engaging in any of those acts (including but not limited to your employees).

We may also suspend the Service if the Service is being used to host any device or service that allows email to be sent between third parties not under your authority and control.

Subject to our obligations under Part 13 of the *Telecommunications Act 1997*, prior to suspending the Service we will first make reasonable attempts to contact you and give you an opportunity to remedy the issue within a reasonable timeframe, depending on the severity of the breach or suspected breach.

You must use reasonable endeavours to install the necessary security protocols to guard against Spam or a breach of the *Spam Act 2003* (by you or third parties), including where appropriate:

- (a) the installation and maintenance of antivirus software;
- (b) the installation and maintenance of firewall software; and
- (c) the application of operating system and application software patches and updates.

SECTION D2: FAIR USE POLICY FOR BUSINESS PLANS

Our right to suspend your account applies regardless of whether the breach or suspected breach was committed intentionally, or by means not authorised by you, such as through a Trojan horse or a virus.

We may (but we are not obligated to) scan any IP address ranges allocated to you in connection with the Service in order to monitor compliance with this Fair Use Policy.