



Service Schedule – Internet Access Services

1. About this Service Schedule

- 1.1. This Service Schedule applies where an Application Form that you and we execute expressly provides for our supply of Internet Services to you.
- 1.2. This Service Schedule must be read in conjunction with our Terms of Service and the other documents that comprise the Agreement. Words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the Terms of Service.

2. Internet Access Services

- 2.1. We will use our best endeavours to deliver the Internet Access Services to Your Premises specified in the Application Form in accordance with the requirements specified in the Application Form (the **Internet Access Services**).
- 2.2. Coverage is limited to service areas. Executing an Application Form does not guarantee availability.
- 2.3. There may be extensive delays in the provisioning of Internet Access Services. We will not be liable for any such delays. For example, one or more of our suppliers may seek to deliver any services necessary for us to provide Internet Access Services using carrier rights and immunities under Schedule 3 of the *Telecommunications Act 1997* (Cth) and any nominated provisioning timeframes may be based on there being no objections by any building owner or occupier for such services. You hereby acknowledge that any such objections may delay the provisioning of any Internet Access Services. Further, where any such objection is sustained and our supplier(s) cancel the provisioning of any relevant services as a result thereof or for any other reason, we may be unable to deliver any Internet Access Services and in those circumstances we reserve the right to terminate any applicable Agreement without liability to you.
- 2.4. You must not make use of any Internet Access Service for the purposes of on-selling or supplying connectivity (whether by physical or wireless connection) to:
 - (a) the building, unit, suite, apartment of any third party;
 - (b) any location other than Your Premises; or
 - (c) any third party.
- 2.5. We may supply Internet Access Services ourselves or outsource the whole or part of any Internet Access Services to third parties. We may also modify any Internet Access Services or any feature or other aspect of any Internet Access Services where we choose to do so in our absolute discretion provided that this does not result in any material deterioration in the quality of any Internet Access Services and the modified Internet Access Services continue to comply with any applicable Specifications.
- 2.6. Speeds specified in the Application Form are indicative only and may be impacted by matters beyond our control, including your distance from an exchange and congestion on our or our suppliers' networks. We are not responsible for any failure of an Internet Access Service to operate at a speed specified in the Application Form due to any matter beyond our reasonable control.
- 2.7. Further, any speeds specified in an Application Form are the maximum connection speeds that will be possible using the Internet Access Services. The actual throughput may be less than the nominated bandwidth due to various factors including network utilisation; the profile applied to the service; the number of users accessing the relevant network at any one time; the nature and quality of the connection at Your Premises; your hardware (including any routers) or software; and the sources of the traffic being accessed.
- 2.8. We are not responsible for and we do not monitor, supervise, edit or control any of Your Data that is transmitted via the Internet Access Services.
- 2.9. We own, control and operate Our Equipment (to the extent that it forms part of the Internet Access Services) and we may add or remove any component of Our

Equipment (as it relates to the Internet Access Services) at any time and from time to time.

- 2.10. Prior to us carrying out the provisioning of the Internet Access Services at Your Premises, we or our suppliers will carry out a qualification check to ensure that you can receive or use and we can supply the Internet Access Services. If in our absolute discretion, we determine that we cannot provision the Internet Access Services, we will notify you and either you or we can terminate this Service Schedule as it relates to the Internet Access Services. Upon such termination, we will provide you with a refund of any Fees paid by you for the Internet Access Services.

A signed confirmation by you (or your Personnel, as applicable) that the installation, set-up or configuration (as applicable), was completed by us, shall constitute prima facie evidence that it was completed in accordance with the details set out in an Application Form or the Specifications, as applicable.
- 2.11. You must ensure that you configure Your Equipment correctly in order to receive and properly use the Internet Access Services and such configuration and use of Your Equipment is at your sole risk.
- 2.12. You hereby consent to the installation of any network termination unit, router and devices that is specified in the Application Form that we are to install at Your Premises (and to the disconnection of any services and related devices and equipment where required by any of our suppliers) at Your Premises prior to the installation being performed, for the purposes of the installation.
- 2.13. We and our suppliers shall not be responsible for the installation of electrical wiring, the removal of doors, widening of entrances or any other structural work of any description at Your Premises. You must procure all such work to be carried out prior to our and our suppliers' attendance at Your Premises. We are also not responsible for procuring the installation or maintenance of any cabling in Your Premises, other than any cabling from a relevant supplier's network that it connects to the service demarcation point under what the relevant supplier deems to constitute a "standard install". You must install or procure the installation of any other necessary cabling in connection with your receipt of any Internet Access Services.
- 2.14. If we or our suppliers are prevented from installing any network termination unit, router or devices at Your Premises due to your breach of this Service Schedule, you must pay us all costs, charges and losses that we suffer or incur as a result.
- 2.15. In any other circumstances, upon 24 hours' notice, you must provide our Personnel and our suppliers' personnel with full and safe access to Your Premises and any other location at which any of your network termination units, routers, equipment or devices are held (except at any Data Centre that we have a presence in) where reasonably required by us to perform our obligations under this Service Schedule.
- 2.16. You must provide us with your personal details to enable us to update the Integrated Public Number Database and provide us with any relevant routing information, domain names and other information reasonably required for us to provide and maintain the Internet Access Services ensure that you promptly notify us of any changes to such information.
- 2.17. You must provide adequate working space and a safe working environment at Your Premises for our Personnel and our suppliers' personnel's use, as and when required by us, and you must ensure in the interests of health and safety that our Personnel and our suppliers' personnel are notified of any safety hazards at or in the vicinity of those premises while on Your Premises.
- 2.18. You acknowledge that the Internet Access Services will suffer downtime from time to time. Our suppliers will endeavour to avoid downtime during Business Hours.
- 2.19. You warrant to us that you and your End Users will comply with any policies and procedures notified by us

- to you. You agree and acknowledge that you are solely responsible for, and must indemnify us in respect of, any loss and damage that we may incur in connection with any claims or complaints made by any person where the claim or complaint is caused directly or indirectly by you or your End Users' breach of any such policies.
- 2.20. We may terminate your access to the Internet Access Services if you or any of your Personnel repeatedly infringe any policies and procedures notified by us to you or our Acceptable Use Policy or commit a material breach of any policies and procedures that we notify you of (including our Acceptable use Policy).
- 2.21. You (and you must ensure that your End Users) acknowledge that our network is not a secure, private and confidential method of communication and the transmission of any data (including Your Data) on our network is at your or their own risk.
- 2.22. You agree and acknowledge that in order for us to supply Ordered Services, we may need to allocate to you one or more identifiers such as an IP address (**Identifiers**).
- 2.23. Identifiers are not owned by you and as between you and us, remain our property and you agree and acknowledge that we may be required to forego, reallocate or reassign the Identifiers to comply with rules and other requirements (as applicable) of any relevant government entities or authorities in respect of the Identifiers including the Australian Communications and Media Authority.
- 2.24. Where we allocate public IP addresses to you, we will record that allocation in the APNIC WHOIS database.
- 2.25. We grant to you a non-transferable licence for you to use Identifiers that we allocate to you only for the purpose of you receiving Internet Access Services from us.
- 2.26. We will notify you in writing if we are required to forego, reallocate or reassign any Identifier allocated to you, and you must cooperate in respect of all such matters.
- 2.27. We are not liable for any abuse or malicious use of any Identifiers (including any public IP addresses).
- 2.28. Internet Access Services do not include the provision of any Identifiers unless expressly specified in the applicable Quotation.
- 3. Fibre Internet Access Services**
- 3.1. This clause **Error! Reference source not found.** applies where an Application Form executed by you and us specifies that we will supply with Internet Access Services that we describe as "**Fibre Internet Services**".
- 3.2. Fibre Internet Services is a service that enables connectivity between your premises and our supplier's network. Fibre Internet Services coverage is limited to selected coverage areas and subject to service qualification. We and our suppliers do not guarantee availability in all areas.
- 3.3. Fibre Internet Services is an access technology using our suppliers' fibre optic cabling. It is supplied with a Network Terminating Unit with Ethernet ports. Each port can be configured separately to acquire different services.
- 3.4. Unless otherwise agreed in writing by us, the service demarcation point for Fibre Internet Services is the Network Terminating Unit (**NTU**) specified in the Application Form.
- 3.5. If we agree to supply Fibre Internet Services to a location that is not an NTU, in this scenario, only one service can be supplied on the Fibre Internet Services service, and the service demarcation point is the access interface provided at Your Premises specified in the Application Form.
- 3.6. Supply of the Fibre Internet Services Service may be limited by the build costs. The charges for any building works are based on the information you provide to us. If that information is inaccurate or an unforeseen event occurs, we may need to charge you for any additional cost incurred in completing the building works. If there are additional costs and you do not agree to them, we may terminate the Agreement without penalty or liability of any kind.
- 3.7. The service speeds may be reduced due to third party networks or suppliers beyond our reasonable control.

- 4. Standard NBN Internet Services**
- 4.1. This clause 4 applies where an Application Form executed by you and us specifies that we will supply with Internet Access Services that we describe as "**Standard NBN**".
- 4.2. Standard NBN is an Internet Access Service that we or our suppliers use to supply via the National Broadband Network (**NBN**).
- 4.3. Standard NBN uses a range of technologies.
- 4.4. We and our suppliers do not warrant that we have complete Standard NBN coverage. We may terminate an Agreement for Standard NBN Internet Access Services where we or our suppliers do not have relevant coverage.
- 4.5. Where not already installed, and, where applicable, we, our suppliers or NBN Co will install an NBN Network Terminating Device, the title for which remains with NBN Co.
- 4.6. If a central splitter is installed by us, our suppliers or NBN Co for an Internet Access Service, the title and risk for the central splitter will pass to you following installation.
- 4.7. The Standard NBN Internet Access Service does not include supply or maintenance of any common Multi-Dwelling Unit site equipment, any in-premises or in-building wiring, or any cabling that may be required or installed between your equipment and any internal wall plate within Your Premises.
- 4.8. You agree and acknowledge that:
- we and our Personnel are not responsible for the acts or omissions of NBN Co Limited (**NBN Co**) in connection with any activity of NBN Co at Your Premises;
 - NBN Co is not our agent or representative and it is not the agent or representative of our Personnel;
 - to the maximum extent permitted by applicable law, we and our Personnel do not have any liability to you or any third party for the acts or omissions of NBN Co. We are not liable for any such acts or omissions;
 - NBN Co is not providing any products or services to you;
 - NBN Co does not have a contractual relationship with you with respect to the supply of any Internet Access Services; and
 - you must not contact NBN Co or any of our other suppliers directly in relation to any Internet Access Services, unless otherwise authorised in writing by us.
- 5. Ethernet Internet Access Services**
- 5.1. This clause 5 applies where an Application Form executed by you and us specifies that we will supply with Internet Access Services that we describe as "**Ethernet Internet Services**".
- 5.2. Ethernet Internet Services is an access technology using our suppliers' fibre optic cabling in metropolitan areas that enables connectivity between your premises and our supplier's network.
- 5.3. Ethernet Internet Services can be supplied:
- with a Network Terminating Unit (**NTU**) with Ethernet ports; or
 - as a wires only service, in which case the Ethernet Internet Services will be supplied without any network terminating interface or equipment.
- 5.4. If the Customer selects in the Order the relevant access type (the Enterprise Ethernet Multi Service Access), each port on the NTU can be configured separately to acquire different services.
- 5.5. The service demarcation point for Ethernet Internet Services is:
- the NTU where one is supplied or
 - where the service is "wires only", the ends of the fibre optic strands installed at Your Premises.
- 6. Internet Access Support Services**
- 6.1. As part of the Internet Access Services, we will provide you with the following services:
- we will operate a support helpdesk through which you can request technical support from us with

respect to the Internet Access Services (**Support Request**) if they are repeatedly not operating substantially in accordance with the Specifications (**Error**);

- (b) if you issue a Support Request, we will:
 - (i) acknowledge receipt of the Support Request and assign a priority to the Error (low, medium, high or critical); and
 - (ii) use our best endeavours to resolve the Error or escalate the Support Request to the relevant Third Party Provider for resolution.

(together, the **Internet Access Support Services**).

6.2. All Support Requests must be made by telephone call to our telephone helpdesk (during Business Hours) or by emailing our helpdesk (at any time) using the helpdesk telephone number or email address specified in the Application Form or otherwise notified to you.

6.3. For the avoidance of doubt, we have no obligation under the Agreement to provide Internet Access Support Services or technical support services other than in respect of the Internet Access Services specified in the Application Form. Further, we have no obligation to perform any Internet Access Support Services or technical support services in respect of an Error caused by:

- (a) your use of any Internet Access Services in combination with software or hardware that they are not compatible with;
- (b) modification or reconfiguration of any network or device not performed or authorised by us;
- (c) any obsolete or out of warranty hardware or software comprising or installed on any network device by you; or
- (d) any other matter beyond our reasonable control, (each, an **Excluded Event**).

6.4. In order to resolve an Error with Internet Access Services, we or our suppliers may need to temporarily suspend its operation. You hereby authorise us and them to do so.