

## **Our Customer Relationship Agreement ADSL SERVICE DESCRIPTION**

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 13 of this Service Description.

### **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 of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the ADSL Service.

#### ***Service options***

- 1.3 The ADSL Service comprises of the following Service options:
- (a) Off-Net (ADSL2+) 100, 200 and 500, and Business 1-4.
  - (b) On-Net (ADSL2+) 250, 500, Liimitless/Unlimited, Business-1-4, Business Broadband Ultimate Bundle, Business Broadband Essentials and Business Broadband Value Bundle.
  - (c) Bonded Internet, which consists of up to five ADSL connections which are presented as a single Internet service

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### 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.

- 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 We are responsible for providing the Service up to the Network Boundary. You are responsible for all customer cabling.

- 2.6 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;

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- (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. These services and products include but are not limited to older fax machines, Panasonic cordless analogue phones, Commander phone systems, PABX, line-hunt groups and any other analogue devices;
- (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 rights in relation to Interruptions to the Service set out in clauses 14.4 to 14.8 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 guarantee access to fast churn and it should not be relied upon as a term of the Service.

2.7 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***

2.8 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.

2.9 Your Service may be affected by the roll out of the NBN network during the Contract Term. You understand and accept that if during the Contract Term your Service is no longer available due to the NBN roll out, we will provide you with an NBN service that is substantially equivalent to your Service for the remainder of the Contract Term.

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### 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 computer 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/or Equipment.

#### *Provisioning timeframes for broadband services*

- 3.6 Provisioning your broadband services can take between 5 and 20 business days for a service on our 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 the 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

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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.
- 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.
- 5.3 We may occasionally update the firmware in our network, including that on your iiNet Entity supplied modem, to ensure the service performs at its optimal level.

#### ***Telephony Devices***

- 5.4 Where a telephony device (such as a standard telephone, fax machine, answering machine, or Dial Up 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

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- (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.
- 5.5 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.
- 5.6 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.
- 5.7 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.

## 6. SERVICE CHARGES AND BILLING

### *Service charges*

- 6.1 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.
- 6.2 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*

- 6.3 Some ADSL Plans have a Monthly Usage Allowance. If this applies to your selected ADSL Plan and you exceed the Monthly Usage Allowance:
  - (a) your access to the Service may be Shaped in accordance with clauses 7.3 to 7.7;
  - (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*

- 6.4 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.

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6.5 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.

6.6 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.

### ***Commencement of charges***

6.7 Service charges will accrue from the date of ADSL Line Completion.

### ***Payment***

6.8 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;
- (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; or
- (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.

6.9 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 6.7;
- (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 8.4 or 9 to your credit card following cancellation of the Service.

6.10 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).

6.11 Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clauses 14.4 to 14.8 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

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- (c) the Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.

### 7. MONTHLY USAGE ALLOWANCE AND SHAPING

#### *Monthly Usage Allowance*

- 7.1 Each ADSL 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).
- 7.2 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*

- 7.3 If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Service will be Shaped.
- 7.4 If you change to a plan with different download quotas – the quota you have used thus far in that Billing Month will be deducted from the 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.
- 7.5 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.
- 7.6 Your Service is shaped on the period (Peak, Off Peak or Anytime) in which you've exceeded your quota. You can find details of your Peak/Off Peak timing by logging into Toolbox and selecting 'Volume Usage' from your account tools.
- 7.7 You may purchase additional quota for your plan by adding a Data Pack (if your plan is eligible for a Data Pack) as outlined in the Pricing Schedule. Quota is added to the applicable period (Anytime, 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*

- 7.8 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.
- 7.9 An online Usage monitoring application is provided at our web page to allow you to view your Usage for the current Billing Month.

### 8. CANCELLATION, SUSPENSION AND VARIATION

#### *Cancellation or suspension by us*

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



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8.2 Our rights to suspend or cancel the Service under this clause 8, 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***

8.3 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 8.4.

8.4 If you cancel the Service after ADSL Line Completion but before the end of the Contract Term, the Break Fees set out in the Pricing Schedule apply. Subject to our Billing Policy, you authorise us to debit these payments to your credit card or bank account following cancellation of the Service. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or another iiNet Entity to you.

8.5 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***

8.6 You may vary a Service or an ADSL Plan to another Service or ADSL 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.

8.7 If you vary your Service or ADSL Plan by using the online Toolbox plan change referred to in clause 8.6(a), you are responsible for ensuring that the varied Service selected by you meets your requirements.

8.8 If you vary your Service or ADSL Plan in accordance with clause 8.6, such variation will not affect the duration of the Contract Term.

8.9 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.

## **9. ADSL PHONE LINE AND MOVING PREMISES**

### ***Cancellation or disconnection of your ADSL Phone Line***

9.1 You acknowledge and agree that the Service will be disconnected from your ADSL Phone Line if:

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- (a) you relocate your ADSL Phone Line to a new address or phone number or different phone number at the existing address;
- (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; or
- (d) the conditions of your connected ADSL Phone Line are changed in a way that it can no longer support ADSL.

9.2 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 (including reinstallation costs of the ADSL Service).
- (c) if you fail to reconnect your ADSL Phone Line within 14 days, you will be liable to pay the Break Fees referred to in clause 8.4;
- (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***

9.3 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.

9.4 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.

9.5 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 8.4, but we may charge you a Downgrade Fee 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:

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- (A) the Service will be automatically cancelled 30 days after you notify us in accordance with clause 9.3; and
  - (B) the Break Fees referred to in clause 8.4 will apply.
- 9.6 If broadband is available at your new address but due to the relocation, your network changes from us to Telstra or from Telstra to us;
  - (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 Phone Service you will also have to upgrade to a current Phone plan where applicable.
- 9.7 If you have a 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 a Full Phone Service. If you choose the latter option, you will also be required to move to a currently sold broadband plan.

## 10. CUSTOMER SUPPORT

### *Fault reporting and rectification*

- 10.1 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.
- 10.2 We will use reasonable endeavours to rectify the fault within 72 working hours after you report a fault to us in accordance with clause 10.1. 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*

- 10.3 Subject to clause 10.4, in the event of a Service fault described in clause 10.1, we will, at your request or as part of the Service, supply a back-up Dial Up service, via a standard modem ("**Back-Up Service**").
- 10.4 If we supply the Back-Up Service and the Service fault described in clause 10.1, 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 Dial Up number charged by your telecommunications service provider ("Connection Charge"); and
  - (c) your Internet Access Usage will be calculated against the modem Dial Up and will be recorded towards your Traffic for the Billing Month.

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### *Warranty*

- 10.5 We provide the warranty periods specified in the Warranty Information Statement 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*

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

## **11. USE OF THE SERVICE**

- 11.1 When using the Service you must comply with:

- (a) our CRA, including clause 4 of the General Terms, and this clause 11, 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.

- 11.2 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).

- 11.3 You must ensure that any software you use in relation to the Service is properly licensed.

- 11.4 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.

- 11.5 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.

- 11.6 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;

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- (g) managing the Network to prioritise certain types of Internet traffic over others; and
  - (h) blocking or filtering specific Internet ports.
- 11.7 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.
- 11.8 You may request Additional Users on the Service in accordance with the Pricing Schedule
- 11.9 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.
- 11.10 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.
- 11.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.
- 11.12 If using a Bonded Internet service, you warrant that you are a business with at least 15 employees.

## 12. YOUR ACKNOWLEDGEMENTS

- 12.1 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.

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### 13. DEFINITIONS AND INTERPRETATION

13.1 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 active and available for use, as determined by us.

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

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

**Billing Month** has the meaning set out in clause 7.2.

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

**Dial Up** means a telephone connection in a system of many lines shared by many users. A dial up 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.

**Excess Usage** means 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 Dial Up, as determined by us from time to time.

**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, Usage Fees and Excess Usage Charges.

**Network Boundary** means:

- (a) if the Premises has a main distribution frame, the network side of the main distribution frame (i.e. the side furthest away from the customer); or

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- (b) if the Premises does not have a main distribution frame, the network boundary point as determined under section 22 of the Telecommunications Act 1997 (Cth).

**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.

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

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