

Our Customer Relationship Agreement NAKED DSL 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 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 the described services (**Naked DSL** or **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 of our CRA, the Phone Service Description (in particular those clauses regarding VoIP Services), and the other documents listed in clause 1.2 of the General Terms also apply to the Naked DSL Service.

Service options

- 1.3 The Naked DSL Service comprises of the following Service options:
 - (a) Naked 250, Liimitless/Unlimited,, Business Value & Business 1-3, Business Naked Ultimate Bundle and Business Naked Value Bundle; and
 - (b) Naked iiTalk/Netphone/Business Netphone

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.

Your Service may be provided with certain features and characteristics indicated in your Application.

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.
- 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 Premises;
 - (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. 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 other analogue devices;
 - (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 but 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.

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 If you apply for a Naked DSL Service for a contracted period of time we will provide, you agree to 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.

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).

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 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* (Cth);
 - (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’. 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 "Connecting to the Internet" iiHelp article on our Website; and
 - (b) the operation of such equipment and any repairs to it will be your responsibility.
- 5.3 We will manage your BoB[®] or Budii[™] modem remotely to configure your specific settings and apply relevant firmware upgrades via our servers.

6. NAKED DSL SPECIFICS

Terms and conditions general

- 6.1 Naked DSL is only able to be provided where:
- (a) an existing or spare Communications Wire exists in the Telstra Network;
 - (a) in geographical areas in which our necessary equipment (known as a 'DSLAM') has been installed in the relevant Telstra exchange;
 - (b) free capacity exists on the DSLAM Network; and
 - (c) the Communications Wire passes Full Service Qualification for Naked DSL.
- 6.2 We will provide the Naked DSL Service to the Network Boundary Point.
- 6.3 You are responsible for all wiring at your Premises. 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.
- 6.4 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.
- 6.5 If you reschedule, miss or cancel a Cutover appointment, you may need to pay the fee as set out in the iiNet Group Pricing Schedule.
- 6.6 We will make reasonable endeavours to ensure Service Activation of your Naked DSL Service occurs as soon as possible. We will notify you of Service Activation at the email address or via SMS to the mobile number provided by you in your Application.
- 6.7 We provide a Naked iiTalk/Netphone Service with the Naked DSL Service. The Naked iiTalk/Netphone Service is a VoIP service as described in our Phone Service Description. The fees for the Naked iiTalk/Netphone Service are outlined in the Pricing Schedule.

Applying for Naked DSL 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/Netphone/Business Netphone Service, you agree to transfer that telephone number from the Telstra Network to our 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 us. 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 we 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 for Naked DSL 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.
- 6.15 By purchasing the Naked DSL Service you agree to the provision of a new Communications Wire to be connected to our Network.

Moving from our On-Net ADSL2+ Broadband Service

- 6.16 Clauses 6.16 to 6.22 below do not apply to moving Services between different iiNet Entities.
- 6.17 You may request to change from an On-Net ADSL2+ Broadband Service that we supply to you to the Naked DSL Service.
- 6.18 The On-Net ADSL2+ Broadband Service must be cancelled from your Access Line prior to us providing the Naked DSL Service. We will remove the On-Net ADSL2+ Broadband 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.
- 6.19 We are unable to pre-qualify the On-Net ADSL2+ Broadband Service for the Naked DSL Service. Therefore we do not guarantee that your Application will be successful when you apply to change from the On-Net ADSL2+ Broadband Service to the Naked DSL Service.

- 6.20 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 Off-Net (ADSL1 or ADSL2+) or On-Net ADSL2+ Broadband, you will be required to make a new Application for our ADSL2+ Broadband Service. This will be treated as a new Application; and will be subject to availability and standard connection fees will apply.
- 6.21 No Break Fees (for early termination of contract) apply on the On-Net ADSL2+ Broadband Service when you move from our On-Net ADSL2+ Broadband Service to the Naked DSL Service. As no Break Fees are being applied, any remaining Contract Term on the On-Net ADSL2+ Broadband Service will apply to the Naked DSL Service. Standard Setup Fees on the Naked DSL Service outlined in the Pricing Schedule will apply.
- 6.22 For example if you have 10 months remaining on a 24 month On-Net ADSL2+ Broadband Service when you move our On-Net ADSL2+ Broadband 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.

No Break Fees (for early termination of contract) apply on the On-Net ADSL2+ Broadband Service when you move from our On-Net ADSL2+ Broadband 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 our Off-Net (ADSL1 or ADSL2+) Broadband Service

- 6.23 You may request to change from an Off-Net (ADSL1 or ADSL2+) Broadband Service that we supply to you to the Naked DSL Service.
- 6.24 Where you request to change from an Off-Net (ADSL1 or ADSL2+) Broadband 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 an Off-Net (ADSL1 or ADSL2+) Broadband Service is connected to an exchange that is part of our Network, your Access Line will either be incompatible for On-Net ADSL2+ Broadband and therefore also incompatible for the Naked DSL Service or your Off-Net (ADSL1 or ADSL2+) Broadband Service will be scheduled as part of our program to migrate your Off-Net (ADSL1 or ADSL2+) Broadband Service to an On-Net ADSL2+ Broadband Service. We do this in order to provide you with access to high-speed ADSL2+ Broadband. Where your Off-Net (ADSL1 or ADSL2+) Broadband Service is scheduled for migration to an On-Net ADSL2+ Broadband 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 On-Net ADSL2+ Broadband Service to the Naked DSL Service.
- 6.27 The Off-Net (ADSL1 or ADSL2+) Broadband Service will be cancelled after Service Activation of the Naked DSL Service.
- 6.28 No Break Fees (for early termination of contract) apply on the Off-Net (ADSL1 or ADSL2+) Broadband Service when you move your Off-Net (ADSL1 or ADSL2+) Broadband Service to the Naked DSL Service and any remaining Contract Term of the Off-Net (ADSL1 or ADSL2+) Broadband 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 Off-Net (ADSL1 or ADSL2+) Broadband Service when you move your Off-Net (ADSL1 or ADSL2+) Broadband 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 (for early termination of contract) apply on the Off-Net (ADSL1 or ADSL2+) Broadband Service when you move from an Off-Net (ADSL1 or ADSL2+) Broadband 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.

The Naked iiTalk/Netphone Service

- 6.31 We provide a Naked iiTalk/Netphone Service with the Naked DSL Service. The Naked iiTalk/Netphone service is a VoIP service as described in our Phone Service Description. Fees for the Naked iiTalk/Netphone Service are outlined in the Pricing Schedule.
- 6.32 The Naked iiTalk/Netphone Service is not intended to be a substitute for a primary telephone service. Quality of the Service is not guaranteed. If your Broadband connection is not working, is set up incorrectly or when there is a power failure, the Naked iiTalk/Netphone 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/Netphone Service, including calls to 000 during the relevant period.
- 6.33 You may choose to have a directory listing of the telephone number associated with your Naked iiTalk/Netphone service. The telephone number associated with your iiTalk/Netphone 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).
- 6.34 If you choose to have the telephone number associated with your Naked iiTalk/Netphone Service listed in a telephone directory and you subsequently wish the telephone number associated with your Naked iiTalk/Netphone 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/Netphone service not be listed in future editions of the directory.
- 6.35 When a Naked DSL Service is suspended, the corresponding Naked iiTalk/Netphone Service is also suspended. When a Naked iiTalk/Netphone Service is suspended only calls to 000 and to our customer support centre will function.
- 6.36 The Naked iiTalk/Netphone Service is provided to you under the Acceptable Use Policy of our CRA.

Withdrawing an application for a Naked DSL Service

- 6.37 You can submit a request for withdrawal of an Application for a Naked DSL Service before the Cutover of the Naked DSL Service.
- 6.38 We 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 we cannot guarantee that a request for withdrawal of an Application will be accepted.
- 6.39 If your request for withdrawal of an Application is successful, fees as set out in the iiNet Group Pricing Schedule will apply.
- 6.40 If your request for withdrawal of an Application is unsuccessful, you will need to submit a cancellation request after Service Activation.

The Customer Authorisation

- 6.41 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

- 6.42 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 us, 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 us;
 - (e) our staff or representatives and/or those of 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 we provide the Naked DSL Service to you is dependent 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 us; and
- (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.

Commencement of charges

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

Payment

- 7.6 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.
- 7.7 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 following cancellation of the Service.

- 7.8 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).
- 7.9 Subject to your rights in relation to Interruptions to the Service set out in 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
 - (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 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). All Traffic is counted towards the Monthly Usage Allowance on the current Naked DSL Services. Barring Exempted Sites and VoIP, all Traffic is counted towards the Monthly Usage Allowance on all Legacy Naked DSL Services unless indicated otherwise.
- 8.2 Your Traffic is reset to zero each month, commencing on the date you are initially billed for the Service (“**Billing Month**”).

Shaping

- 8.3 If your Traffic 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/Netphone service is exempted from Shaping (excludes the current residential Naked DSL Service).
- 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 (Peak, Off Peak, or Anytime) in which the Monthly Usage Allowance have been exceeded.
- 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 (Peak, Off Peak, or Anytime) Any unused quota 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.
- 9.2 From time to time, we may be notified by our Supplier that the Naked DSL Service can no longer be provided. In this circumstance, we will contact you to arrange the cancellation of your Naked DSL Service. We will not be liable to you for any such cancellation.

Cancellation or suspension by you

- 9.3 You may cancel the Service at any time by contacting us and verifying your identity as the authorized account holder and other requirements. In cancelling the Service you may be required to pay a Break Fee in accordance with clause 9.4.
- 9.4 If you cancel the Service after Naked DSL Service Activation but before the end of the Contract Term, the Break Fees set out in the Pricing Schedule will apply. Subject to our Billing Policy, you authorise us to debit these payments from 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.
- 9.5 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

- 9.6 You may vary a Naked DSL Plan within the Naked DSL Service Home and Business range to another Naked DSL Service or Naked DSL Plan within that range.
- 9.7 If you vary your Service of Naked DSL Plan by using the online Toolbox, you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 9.8 The variation of your Service or Naked DSL Plan 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.

10. MOVING PREMISES

Cancellation or disconnection of your Naked DSL Service

- 10.1 To cancel your Naked DSL Service the authorised account holder must contact us and request us 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/Netphone Service.

Moving Premises

- 10.3 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.
- 10.4 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.
- 10.5 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 9.4 but we will charge you a 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 9.4 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.
- 11.4 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 we require you to be at the Premises during fault fixing, we or our contractor will contact you to arrange a suitable time.
- 11.5 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 Equipment (excluding where the fault is isolated to your wiring under which clause 11.6 applies), you will be required to pay a Flat Fee for Service according to the Pricing Schedule.
- 11.6 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.

Back-Up Service

11.7 As there is no telephone line associated with this Service there is no backup Dial Service.

Warranty

11.8 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

11.9 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 our 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;
 - (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:

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.

ADSL1 Broadband Service means any of our current or Legacy ADSL1 Broadband Services.

ADSL2+ Broadband Service means any of our current or Legacy ADSL2+ Broadband Services, and for iiNet customers, also including:

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

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.

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 us to provide the Naked DSL Service (including Cutover), in the form of your Application for Naked DSL.

Cutover means the activity of physically connecting the Communications Wire to the our 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.

Exempted Sites means sites on the Internet from which you can Download without the Usage counting towards you Monthly Usage allowance. A list of Exempted Sites (updated from time to time) is available on our Website.

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.

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

MDF means main distribution frame.

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.

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)

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

Naked iiTalk/Netphone means the service described in clause 6.7.

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:
 - (i) 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
 - (ii) 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.

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;
- (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.

Service Activation means the activation of the Naked DSL Service in our 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.

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 data that is Downloaded or Uploaded. Please note 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 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)

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