Our Customer Relationship Agreement IINET VDSL2 SERVICE DESCRIPTION

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

1. ABOUT THE IINET VDSL2 SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the iiNet VDSL2 Service Description of our CRA under which we supply an iiNet VDSL2 Service to you. Prior to the activation of the iiNet VDSL2 Service, the terms and conditions of your previous service provider apply. After activation of the iiNet VDSL2 Service, these terms and conditions apply.
- 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 iiNet VDSL2 Service. If we supply you the Netphone Service with the VDSL2 Service, the Phone Service Description will also apply with respect to the Netphone Service.

2. THE IINET VDSL2 SERVICE

What is the iiNet VDSL2 Service?

2.1 The iiNet VDSL2 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 a very-high-bit-rate digital subscriber line (VDSL).

Service requirements and restrictions

- 2.2 The iiNet VSDL2 Service is only available within an iiNet VDSL2 serviced location, at select premises in the Australian Capital Territory. All iiNet VDSL2 Services are subject to availability and provisioning feasibility. We may refuse to provision an iiNet VDSL2 Service in our absolute discretion.
- 2.3 In order to be able to receive the iiNet VDSL2 Service:
 - (a) your premises must be connected to the iiNet VDSL2 Network.

- (b) you must meet all of our System Requirements;
- (c) the iiNet VDSL2 equipment must be installed by iiNet or an approved iiNet installer; and
- (d) using multiple devices in your Premises, you will require an iiNet VDSL2 ready router

Connecting to the iiNet VDSL2 network

- 2.4 Your Premises must be already connected to the iiNet VDSL2 Network in order to receive the iiNet VDSL2 Service.
- 2.5 Standard installations are done without charge to you. Setup fees may apply as set out in our Pricing Schedule. Installations that are not standard may require you to pay additional charges. Information about iiNet VDSL2 Service installations is provided on our Website.

Standard Installations - VDSL2

- 2.6 Subject to any changes in our installation practices, a standard installation of VDSL2 (where relevant) includes:
 - (a) a Lead-in;
 - (b) a Connecting Cable;
 - (c) a Telecommunications Outlet or Passive NTD;
 - (d) in all cases, any other equipment which iiNet considers is required.

Special Installation Requirements

- 2.7 If you have any special or non-standard installation requirements, you must ensure that you discuss them clearly with the installation technician. Non-standard installation tasks include but are not limited to installation(s) that is unusual, complex, difficult, or there are safety issues during the installation.
- 2.8 Your preferences may not be suitable if technical requirements are not met. Additional cabling work may increase costs and/or timeframes of your installation and may require a third party if the work is not within iiNet's responsibilities. Tasks not within iiNet's responsibilities include, but are not limited to:
 - (a) the installation requires wiring to additional Telecommunications Outlets (either existing or new);
 - (b) the installation requires an underground connection from the pole to the premises

3. GENERAL TERMS APPLICABLE TO ALL IINET VDSL2 SERVICES

The terms in clauses 4 to 18 of this service description apply to all iiNet VDSL2 Services supplied by us.

4. INSTALLATION

Appointments

- 4.1 You are responsible for ensuring that you (or an adult authorised by you) are at your Premises for the installation appointment to:
 - (a) provide access to your Premises for the installation work;
 - (b) approve the final location of the installation; and
 - (c) approve any additional charges for non-standard installation tasks (if applicable).
- 4.2 You acknowledge and agree that:
 - (a) if you need to reschedule the installation appointment you must give us at least three Business Days' notice, and that fees may apply for;
 - (A) Missed appointments;
 - (B) Appointments rescheduled by you with less than three Business Days' notice; and
 - (C) Appointments cancelled by you with less than three Business Days' notice
 - (b) you are responsible for any additional charges due to a non-standard installation. You will be provided with a quote for any such charges;
 - (c) any 'in roof' work will automatically trigger the need for a non-standard installation due to the inherent safety risks involved;
 - (d) iiNet will not guarantee that 'in roof' work will be undertaken; and
 - (e) you will notify the iiNet technician if any of the following might affect your installation:
 - (A) any heritage requirements or restrictions;
 - (B) any known or suspected asbestos (commonly used before the 1980s); or
 - (C) any recent pest treatments.

Customer cabling and third party services

- 4.3 You acknowledge that:
 - You may need new cabling to connect the location of the Telecommunications Outlet to where you intend to use the Service (or other services connected to the Telecommunication Outlet). This cabling is not provided as part of the iiNet VDSL2 Service and is your responsibility. This cabling is subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006) and you will need to arrange and pay for the services of an ACMA licensed cabler to install this cabling.

- (b) You should consider all your future cabling needs (e.g. for a telephone service), as well as the immediate requirement for an Ethernet connection point at a suitable place inside your Premises.
- 4.4 Where wiring does not exist or you have a fault with your wiring, you can arrange for your own contractor to perform the work required to install or fix this wiring.
- 4.5 You will be responsible for the cost of any third party services that may be required in relation to the installation of the Service to the Premises (for example an electrician or licensed cabler).

Access to your Premises

- 4.6 You agree that you will allow us (or any other person nominated by us) safe, efficient and timely access to your Premises when required:
 - (a) to supply the service to you or any other customer;
 - (b) to deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, disconnect, remove or perform any other work on or in relation to part of the iiNet VDSL2 Network or any third party network; or
 - (c) for any other reasonable purpose,

for as long as the service is provided to you, and for a reasonable period thereafter as reasonably requested by us or our supplier.

4.7 You agree that:

- (a) you will, upon request, provide any further written consent in a form reasonably required by us in relation to such access; and
- (b) if you do not control the premises, you will promptly arrange any written consents for access required under this clause.
- 4.8 If you are not the owner of your Premises, you must obtain the owner's consent for the iiNet VDSL2 Equipment to be installed. You agree that the installation of the iiNet VDSL2 Equipment at the Premises is on the basis of the request that you have made to us and that we have relied upon your authority to make this request. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us relating to our entering the Premises or installing or maintaining any equipment at the Premises pursuant to your request for us to do so.

Service activation and delivery of Hardware

- 4.9 We will notify you of Service Commencement Date via the email address provided on your Application or via SMS to the mobile number provided on your Application.
- 4.10 We will endeavour to deliver any Hardware purchased promptly after approval of your Application.
- 4.11 You acknowledge that we may activate the iiNet VDSL2 Service before delivering the Hardware.
- 4.12 If you notify us that your Hardware contains faulty components, you must give us sufficient information to assess the Hardware including allowing us to test your

personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

5. DISCLOSURE OF INFORMATION

You consent to us disclosing any data or information regarding you or your service to third party suppliers (including our contracted technicians), as reasonably required by us or our third party suppliers for providing the iiNet VDSL2 Service to you or maintaining networks related to the iiNet VDSL2 Service.

6. PREVIOUS SERVICES

- 6.1 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 iiNet VDSL2 Service:
 - (b) prior to the date that the iiNet VDSL2 Service is provided by us, any content and/or carriage services provided over the relevant Existing Service will be provided by your previous service provider;
 - (c) you will contact your previous service provider in relation to the provision of services and any faults relevant to the Existing Service in the period prior to the date that the iiNet VDSL2 Service is provided by us;
 - our staff or representatives and/or your previous service provider may need to access your Premises for the purposes of installation or maintenance work;
 - (e) if you make an application for the iiNet VDSL2 Service, any pending orders in relation to your Existing Service may be cancelled;
 - (f) whether or not we provide the iiNet VDSL2 Service to you is dependent on a number of factors including availability of the service. The availability of the iiNet VDSL2 Service also varies depending on the geographic and technical capability of the underlying Network, if we agree to provide the iiNet VDSL2 Service to you, we will advise you if there is any significant delay during the application process.

7. SOFTWARE

7.1 We may choose to provide you with Software for use with the Service.

Licence to use

7.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Software subject to this clause 7 and any end user agreement provided with the Software at the time of installation.

Restrictions on use

7.3 Where we provide Software to you, you must:

- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional computers corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;
- (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer or create any derivative works based on the Software or merge the Software with any other software, except where permitted by the Copyright Act 1968;
- (c) only use the Software in accordance with our reasonable directions from time to time;
- (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
- (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
- (f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.
- 7.4 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.

8. REQUIRED EQUIPMENT

- 8.1 If we provide you with any of the Required Equipment, risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.
- 8.2 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.
- 8.3 If you choose to supply some or all of the Required Equipment yourself for use with the Service, the operation of such equipment and any repairs to it will be your responsibility.
- Where we supply you a modem, we may manage this modem remotely to configure your specific settings and apply relevant firmware upgrades via our servers.

9. IINET VDSL2 EQUIPMENT

9.1 Except for customer premises equipment such as internal wiring or equipment that is installed beyond the Network Boundary Point, we own the iiNet VDSL2 Equipment. You agree that you will not do anything or authorise anything to be done which might affect the ownership of the iiNet VDSL2 Equipment and that you will comply with all reasonable instructions of us to protect our ownership of the iiNet VDSL2 Equipment. You agree that without our prior written agreement, you will not remove or obscure any identification marks on the iiNet VDSL2 Equipment. You agree that the iiNet

VDSL2 Equipment will not be altered, repaired, serviced, removed, moved, accessed, tampered with or interfered with by any person who does not have the authority of us to do so.

- 9.2 You will not create (or attempt to create) any security interest, encumbrance, lien, charge or mortgage over the service or any part of the iiNet VDSL2 Equipment.
- 9.3 You will not interfere with or damage the iiNet VDSL2 Equipment and you will take all reasonable care of the iiNet VDSL2 Equipment.
- 9.4 You are liable for any damage to or removal of the iiNet VDSL2 Equipment, unless the damage or removal is caused by us or our contractors.

10. YOUR EQUIPMENT

- 10.1 You agree to ensure that any equipment used by you in connection with the Service:
 - (a) is approved for use in connection with Australian telecommunications networks;
 - (b) is not used for any purpose other than the purposes for which it was approved; and
 - (c) is maintained in good repair and working condition.
- 10.2 You acknowledge and agree that:
 - (a) equipment that functions on a copper network may not function on iiNet VDSL2:
 - (b) we have no responsibility for Your Equipment (including telephone handsets, medical alarms, security alarms, EFTPOS machines, fax machines, TTY machines);
 - (c) it is your responsibility to establish whether Your Equipment is compatible with your iiNet VDSL2 service and we accept no responsibility for establishing whether Your Equipment is compatible with your iiNet VDSL2 service. If you are in any doubt you should contact the supplier of Your Equipment;
 - (d) we strongly recommend that you do not use any alarm devices, especially medical alarm devices, with an iiNet VDSL2 service that does not have battery back-up.

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 on which your data transmits.

- 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 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.
- 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 30 Megabytes (including encapsulation);
 - (d) delivering access and content via proxy servers;
 - (e) limiting the number of addresses to whom an outgoing email can be sent;
 - (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
 - (g) managing the Network to prioritise certain types of Internet traffic over others; and
 - (h) blocking or filtering specific Internet ports.
- 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 the Acceptable Use Policy or upon the request of an authorised authority.

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.

12. SERVICE CHARGES AND BILLING

Service charges

- 12.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application.
- 12.2 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

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

Commencement of charges

12.5 Service charges will accrue from the Service Commencement Date.

Payment

- 12.6 You must pay the charges for the Service:
 - (a) by direct debit payment from your credit card or nominated bank account; or
 - (b) by an acceptable method as described on your invoice.
- 12.7 If you provide us with your credit card or bank account details for the purposes of paying for the Service, we may:
 - (a) charge any up-front fees agreed to by you when submitting your application;
 - (b) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 12.5;
 - (c) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
 - (d) take steps to verify that there is sufficient funds available on your credit card account to pay for invoiced fees; and
 - (e) charge any applicable Break Fee to your credit card following cancellation of the Service.
- 12.8 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).

- 12.9 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
 - (c) the Service is unavailable, or has limited availability, for an insignificant period due to a network or system outage.

13. MONTHLY USAGE ALLOWANCE AND SHAPING

Monthly usage allowance

- 13.1 Each iiNet VDSL2 Plan provides a Monthly Usage Allowance that represents the maximum Usage without Shaping or additional charges during a Billing Month (regardless of the number of days in that month). All traffic is counted towards the Monthly Usage Allowance on the iiNet VDSL2 Service, including any Netphone Services supplied over the iiNet VDSL2 (if applicable).
- 13.2 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service ("Billing Month").

14. CANCELLATION, SUSPENSION OR VARIATION

Cancellation or suspension by us

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

Cancellation or suspension by you

- 14.2 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 14.3.
- 14.3 If you cancel the Service after service activation but before the end of the Contract Term, the Break Fee set out in the Pricing Schedule will apply. Subject to our Billing Policy, you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related iiNet Entity to you.
- 14.4 iiNet VDSL2 Services cannot be suspended by you as there is an on-going cost incurred by us in maintaining the connection with our supplier.

Variations

- 14.5 You may vary your iiNet VDSL2 Plan within the iiNet VDSL2 Service range. A fee for making a variation may apply as described in the Pricing Schedule.
- 14.6 If you vary your Service you are responsible for ensuring that the varied Service selected by you meets your requirements.

- 14.7 The variation of your Service or iiNet VDSL2 Plan, will not affect the duration of the Contract Term.
- 14.8 We will apply any fees paid in advance by you against the fees payable for the varied Service. All traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

15. MOVING PREMISES

- 15.1 The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing iiNet VDSL2 Service.
- 15.2 If the Service is available at your new Premises:
 - (a) we may accept your Application and provide the Service at your new Premises; and
 - (b) we will charge you a setup fee as specified in the Pricing Schedule.
- 15.3 If the Service is not available at your new Premises and you move before the end of the Contract Term then any applicable Break Fee will apply unless:
 - (a) you elect to obtain an alternate service from us at your new address for the remainder of your existing Contract Term or for a new minimum Contract Term that is longer than 12 months. In these instances, we will waive any applicable Break Fee but we will charge you a set-up fee for the new service, as specified in the Pricing Schedule.

16. CUSTOMER SUPPORT

- 16.1 You acknowledge that:
 - (a) Unless stated expressly otherwise on our Website, we provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.
 - (b) We do not provide technical support for Services under the following conditions:
 - (A) running internal networks connected to the Service except in connection with Hardware that is specifically designed for that purpose;
 - (B) running network services or providing network services to others via the Service:
 - (C) running connectivity software other than Software that we provide to you; or
 - (D) Macintosh operating systems below v10.0.

- (c) We do not guarantee that the Hardware will be compatible with any network of machines.
- (d) Some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service.
- (e) We cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time.
- (f) We will use reasonable care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot guarantee that the Service will be continuous, fault-free or accessible at all times.
- (g) We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.
- (h) We reserve the right to add, or delete web sites to/from our filter list without prior notice to you.

Fault reporting and rectification

- 16.2 You agree your iiNet VDSL2 Service is provided to you by us and not FTTB Wholesale and you do not have a contract with FTTB Wholesale. You agree to report to us and specifically NOT to FTTB Wholesale any faults or other issues with the iiNet VDSL2 Service that you are obtaining from us.
- 16.3 If your iiNet VDSL2 Service is faulty, in most cases you will be required to be at the Premises where the iiNet VDSL2 Service is installed for the fault to be fixed. If iiNet requires you to be at the Premises during fault fixing, we or our contractor will contact you to arrange a suitable time.
- 16.4 If you lodge a fault on the iiNet VDSL2 Service and a technician has attended your Premises, and the fault is found to be within your own equipment (excluding where the fault is isolated to your wiring under which clause 16.5 applies), you will be required to pay an Incorrect Call-Out Fee (as specified in the Pricing Schedule).
- 16.5 If you lodge a fault on the iiNet VDSL2 Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you can arrange for your own contractor to perform the work required to install or fix this wiring, or you can request that iiNet perform the required work. If requested, iiNet will arrange a technician to attend your premises for which you must be in attendance, and prior to commencing the work the technician will quote you a Variable Fee for Service based on the work required.
- 16.6 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.

Warranty

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

- 16.8 If you notify us of a fault with the modem or other Required Equipment we have supplied to you, within their respective Warranty Periods, we will repair, replace or provide credit for the faulty item at no cost to you. However, if the fault was caused by:
 - (a) any equipment not provided by us (such as your computer);
 - (b) any interference caused by a Force Majeure Event;
 - (c) any interference with or modification to this equipment or a failure to use it in accordance with the manufacturer's specifications or our instructions; or
 - (d) damage caused by you,

then we will charge you a fee, as specified in the Pricing Schedule, for the repair or replacement, including associated shipping and/or handling costs.

17. LIMITATION OF LIABILITY FOR IINET

You agree that, where you acquire an iiNet VDSL2 Service from us under this Service Schedule, any reference to "we", "us" or "our" in the liability provisions contained in clauses 14 and 15 of the General Terms will be interpreted so as to include iiNet and each of their respective personnel, including contracted installers.

18. **DEFINITIONS**

18.1 In this Service Description:

Billing month has the meaning set out in clause 13.2

Connecting Cable means the copper or aluminium based line which connects from a building entry point to the Telecommunications Outlet or Passive NTD.

Existing Service means the broadband internet and/or telephony service that we or a related entity supply to you at your Premises.

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

iiNet VDSL2 Network means the VDSL2 network operated by iiNet at select locations in the Australian Capital Territory.

iiNet VDSL2 Equipment means any equipment, parts and/or facility that we or our Supplier provides as part of or in order to deliver this Service, but excludes any items that you have purchased or Your Equipment.

Netphone Service is a VoIP service which we may supply with iiNet VDSL2 Services and is supplied either as Netphone or ULTRA Phone. Specific terms for the Netphone Service are set out in the iiNet Group Phone Service Description.

Network Boundary Point means the Telecommunications Outlet or Passive NTD that is connected to the iiNet VDSL2 Network.

Passive NTD means a passive or non-powered device: provided by a us to establish a demarcation point between the iiNet VDSL2 network and customer cabling / equipment

Required Equipment includes a modem and any other customer premises equipment that is required to access the Service.

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

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

Telecommunications Outlet means the first accessible point your Premises at which Required Equipment can be terminated and connected to a copper pair for the transmission of an iiNet VDSL2 Service.

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

Usage 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 incur Usage. The Service option and/or iiNet VDSL2 Plan you select will determine how your Usage with us is calculated and billed.