



NODEONE

Service Description

A: 4/97 Hector St, Osborne Park, WA, 6017 T: 1300 166 331 E: info@nodeone.com.au ABN: 43 620 671 374 ACN: 620 671 374

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1. The Service

What is the Service?

The **Service** is a internet **Service** supplied to **You** by **Node1 Internet**. The **Service** provides **Broadband** access to the internet and related **Services**, such as email, via an **Access Method**. **We** offer **Services** under the four main categories as following:

- Fixed Wireless **Services**
- **nbn™** and **LBNCo Services**
- Seacrest Fibre **Services**
- Apartment Fibre **Services**

The **Service** types are defined in more detail further down in this document as well as any specific terms and conditions that may be applicable. This document, together with **Your** application for **Service**, the relevant [Critical Information Summary](#) (which includes pricing information), **Our** Standard Form of Agreement as well as **Our** other policies form **Your** agreement with **Node1 Internet**. **You** can find copies of these documents on **Our website**.

2. Supplying the Service

How We will supply the Service to You

The **Service** can be provided by different **Access Methods**. The **Access Methods** are:

Access method	How is access provided to you?
Node1 Internet Broadband on nbn™ internet Service	via nbn™ Co's Network
Node1 Internet Broadband on LBNCo internet Service	via LBNCo's Network
Node1 Internet Fixed Wireless Internet Service	via Node1 Internet's wireless Network
Node1 Internet Seacrest Fibre Internet Service	via Node1 Internet's fibre Network
Node1 Internet Apartment Fibre Internet Service	via Node1 Internet's fibre Network

Important differences between Access Methods

The **Access Methods** differ in certain aspects, including how they enable **You** to access the **Service**. The main differences are:

- the minimum system requirements necessary to access the **Service**,
- the **Suppliers** involved in providing the **Service**,
- how **You** connect to the **Service**,
- the equipment required to use the **Service**,
- the installation requirements, including whether **We** or a third party may need to access **Your Premises** to complete installation,



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- the locations or coverage area where that **Access Method** is available,
- the pricing plans available (details of pricing can be found in the relevant [Critical Information Summary](#) for **Your Service** or on [website](#)),
- the other products and **Services** that **You** may obtain from **Us** that may be used in connection with an **Access Method**, and/or
- whether other products and **Services** that **You** obtain from third parties are compatible with or may be affected by a particular **Access Method**.

Further information about these matters can be found on [Our website](#) and will be communicated to **You** prior to **Us** accepting **Your** application to obtain the **Service** via a particular **Access Method**. Even where physically possible to connect **You** to that **Network**, for technical and commercial reasons, **We** may choose not to supply the **Service** to **You** at all or via **Your** requested **Access Method**.

Changing the Access Method

Subject to any obligation **We** have under any of the subclauses within clause 3 (Variations to the Agreement) of the Standard Form of Agreement, **We** may decide to change the **Access Method** for **Your Service** and move **You** for the remainder of **Your Fixed Term** (if applicable) from **Your** existing **Access Method** to:

- a pricing plan for the new **Access Method** that is reasonably comparable with **Your** existing pricing plan, or
- an alternative pricing plan for the new **Access Method** if **We** take reasonable steps to address any detrimental impact that the change will have on **You** that is more than minor.

If **We** decide to or are required to change **Your Access Method**, **We** will contact **You** about:

- the new **Access Method** and pricing plan,
- timing for making the change,
- the impact the change will have on **You**, and
- any other relevant matters.

If **We** decide to change **Your Access Method**, unless otherwise agreed:

- **You** will not be charged any installation or un-installation charges,
- **You** will not be charged for any equipment supplied for the new **Access Method**, and
- there will be a pro rata reduction in charges to reflect any period while **We** implement the change where **You** experience a disruption or outage in **Your Service**.

If **We** change **Your Access Method** at either **Your** or **Our** request:

- **You** must cooperate with **Us** and any third party and provide all reasonable assistance to enable the change to be implemented,
- **You** must provide **Us** and any applicable third party with access to **Your Premises**, equipment, computer and device to enable installation and un-installation as required if **We** are cancelling and removing an existing **Service** and connecting a new **Service**,
- **You** may experience a disruption or outage in **Your Service** while **We** implement the change,
- **You** may at any time request that we agree to change **Your Access Method**. Unless otherwise agreed, **We** will consider any request as if it were an application for a new **Service**.



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Reasonable grounds for **Us** to cancel the **Service** include if:

- **You** have no **Fixed Term** or **Your Fixed Term** has expired, or
- prior to **Your** entry into the agreement with **Us** for the **Service**, **We** notified **You** that **We** anticipated **We** may make a specific request to **You** that **You** change **Your Access Method** during **Your Fixed Term** and that **We** may exercise a right to cancel if **You** did not accept **Our** request.



Changes We may make to the Service

Subject to any obligation **We** have under any of the subclauses within clause 3 (Variations to the Agreement) of the Standard Form of Agreement, **We** may modify an aspect of the **Service** or the delivery of the **Service** if it is necessary to do so for the efficient operation of the **Network** used to supply the **Service**. For example, **We** may apply controls to:

- prioritise internet traffic of certain types or users over others;
- block or filter specific internet ports;
- delete incoming and outgoing email messages large in size or delete stored email messages older than 90 days;
- limit the number of addresses for sending outgoing email; or
- block accepting emails into a mailbox exceeding its storage limit or due to spam content.

Can you change Your pricing plan?

You may at any time request to schedule a change of **Your** pricing plan to another pricing plan for the same **Access Method** free of charge. By default, any requested plan changes take effect on the first day of the next calendar month.

We are able to implement an immediate change implemented for a fee of \$10. If **Your Service** is on a **Fixed Term** contract with **Us**, then **You** may not change **Your** plan to one with a lower monetary value than the plan **You** originally sign up for.

Changing **Your** pricing plan does not affect the **Fixed Term** remaining.

3. General Information about using the Service

Collecting information and monitoring for compliance or misuse of the Service

In order to provide **You** with the **Service**, **We** may collect certain information about the performance of the **Service**, **Your** computer and **Your** use of the **Service**. Unless **We** are permitted or required to do so under **Our** privacy policy, **We** will not use this information to identify **You**.

We may monitor **Your** account to ensure that **You** are complying with the applicable terms and conditions under **Our** agreement. **We** are entitled to investigate any misuse of the **Service** such as any breach of the [Fair Use Policy](#) and may involve police or other law enforcement agencies in doing so.

If **We** find that **You** have misused the **Service** **We** may recover from **You** any costs of investigating that misuse. If **Your** misuse causes loss to another user and **We** are required to pay compensation to that user, **We** may require **You** to reimburse **Us**.

Use of the Service

When using the **Service**;

- **You** must:
 - o comply with the [Fair Use Policy](#) when using the **Service**; and
 - o ensure that the software **You** use with the **Service** is properly licensed.



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- **You** must not:
 - o resell, share or otherwise distribute the **Service** (or any part of the **Service**) to any third party without **Our** prior written consent;
 - o run or provide **Network Services** to others via the **Service**; or
 - o use the *equipment* provided to **You** by **Us** with any other **Service** provider or non-**Node1 Internet Service**.
- **You** should also be aware that:
 - o **We** are not responsible for any internet content obtained via the **Service**; and
 - o **You** may connect a **LAN** to the **Service** for private use, however the set-up and configuration of a **LAN** is not supported by any customer **Service** **We** provide for the **Service**.

IP Addresses

In order for **You** to be able to connect to the internet, by default **You** will be provided with a dynamic IP address (which will change from time to time without notification). Where specifically agreed **We** may provide a static IP Address to **You** for an additional fee. Unless this is the case, **You** must not configure **Your** device to connect to the **Service** using a static IP address. All IP addresses remain **Our** property at all times.

Installation

If **You** have never had a **Service** of the applicable type that **You** are applying for at **Your Premise**, **You** will require an installation to be completed. This may be completed either by **Us** or by **nbn™ Co**. If, during installation, **We** find that **Your Premises** needs, or **You** request, a **Non-Standard Connection**, **We** may charge **You** for a **Non-Standard Connection** to the **Service** in addition to the standard connection fees. **You** can find details of all pricing in the relevant [Critical Information Summary](#) for the **Service** **You** have selected. **We** may also charge **You** to relocate the **Network** wall socket inside **Your Premises**.

4. Access to Your Premises

Access you may need to provide to Us and Suppliers

You must provide **Us** and any **Supplier** with safe access to **Your Premises** and assistance to the extent reasonably needed to undertake installation to connect **You** to or remove the **Service** or to provide, inspect or maintain the **Service** or equipment, **You** authorise **Us** and any *supplier* and **Our** and their *personnel* to:

- enter **Your Premises**,
- make physical modifications to the **Premises**,
- undertake any cabling, drilling, or equipment installation and connection,
- deliver, install, connect, inspect, modify, replace, maintain, repair, service, disconnect and remove equipment,
- access the computer or device, and/or
- open up the computer or device.

If **You** do not own the **Premises**, the computer or device to which the **Service** is to be connected, **You** must notify the relevant owner (including but not limited to any body corporate of a flat or apartment building) and obtain the



necessary authorisation for **Us** and any **Supplier** to undertake installation to connect **You** to or remove the **Service** or to provide, inspect or maintain the **Service**.

Damage to Premises or computer

While **We** will take reasonable care not to cause any damage, **Our** connection, inspection and maintenance of the **Service** may:

- cause damage to **Your** software, hardware or data; or
- invalidate **Your** computer or device warranty.

You also agree to back up all existing computer or device files by copying them to another storage medium or other computer or device before **We** perform the connection.

Nothing in this clause removes or limits **Our** liability for death or personal injury caused by **Our** negligence, nor does it affect **Your** statutory rights as a consumer. However, subject to this, **We** do not accept any responsibility or liability for any loss or damage **Our** connection, inspection and maintenance of the **Service** may cause to **Your** computer, software, files, data and peripherals.

5. Cancellation of the Service

If the **Service** is cancelled, in addition to any other obligation **You** may have under the agreement, **You** must immediately return any **Node1 Internet** owned equipment (or allow **Us** or **Our** personnel to collect it).

We are under no obligation to return **Your Premises** to their original condition after the **Service** is cancelled (for example, by removing **Network** wall sockets **We** have installed).

What will be deleted if We cancel the Service?

If the **Service** is cancelled under the agreement, **You** authorise **Us** to delete any files, programs, data and email messages stored for **Your Primary Email Address** (and any associated email addresses).

6. Moving Premises

If **You** move **Premises** the **Service** may not be available at **Your** new address at all or may only be available via a different **Access Method**. **You** may be required to close the **Service** if the **Service** cannot be re-located to your new **Premise**. **You** may attract re-location fees or early termination fees. Before **You** move **Premises**, **You** should contact **Us** to discuss **Your** options for continuing to access the **Service**.

7. Warranties

In addition to **Your** statutory rights *as a consumer*, **You** may make a warranty claim as set out in this clause during the **Warranty Period** for equipment **We** sell to **You** or that **We** give to **You** for no charge. **You** cannot make any warranty claim under this clause for equipment:



- **You** provide;
- that is **Node1 Internet** owned equipment; or
- a supplier provides or owns.

If **You** make a warranty claim to notify **Us** of a fault with equipment within the **Warranty Period**, **We** will, at **Our** option, repair, replace, or provide credit for the faulty item at no cost to **You**.

If **You** make a warranty claim and **We** do not find a fault, or if the fault was caused by:

- any equipment which **We** did not provide;
- any interference caused by an intervening event;
- any interference with or modification to this equipment or a failure to use it in accordance with instructions; or
- damage caused by **You**;

then **We** will charge **You** for the repair or replacement including associated shipping, handling and/or **Service** call fees. **We** will tell **You** how much these charges are likely to be before **You** incur them.

Outside any **Warranty Period**, the maintenance of the equipment **We** have supplied to **You** is **Your** responsibility. If **We** replace that equipment, **We** will charge **You** a fee including associated shipping, handling and/or **Service** call fees. **We** will tell **You** how much these charges are likely to be before **You** incur them.

8. Data Usage Limitations

Unless **We** specify otherwise on the pricing plan that **You** have chosen, **Your Data Usage** applies to both downloading and uploading. Depending on the pricing plan that **You** have chosen, if **Your Data Usage** exceeds the **Data Allowance** for any given billing month, then **We** may:

- charge **You** excess usage or download charges for any **Data Usage** over and above **Your Data Allowance**; or
- speed-limit **Your Service**, according to **Your** pricing plan;
- until the first day of the next calendar month.

You should check the relevant [Critical Information Summary](#) for full details of the data limitations and/or speed shaping limits that apply to **Your** selected pricing plan.

9. Suppliers and Third-Party Services

The **Service** relies on **Services** provided to **Node1 Internet** and, in some cases, equipment provided by **Suppliers** for its operation, who are not controlled by **Us**.

We do not exercise any control over, authorise or make any warranty regarding:

- **Your** right or ability to use, access or transmit any content using the **Service**;
- the accuracy or completeness of any content which **You** may use, access or transmit using the **Service**;



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- the consequences of **You** using, accessing or transmitting any content using the **Service**, including without limitation any virus or other harmful software; and
- any charges which a third party may impose on **You** in connection with their **Services** accessed via the **Service**.

10. Access Methods

Please turn the page for specific details and terms and conditions applicable for the different Access Methods we provide.



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Node1 Internet Fixed Wireless Service

Connecting to the Service

For Fixed Wireless **Services**, **Node1 Internet** will install an **Antenna** on **Your** roof to connect **You** to one of **Our Point's of Presence**. **Our** installers will run cabling from **Your** roof, to an ethernet wall plate on the inside of **Your Premise**. Depending on **Your Premise** and the line of sight path from **Your Premise** to our closest **Point of Presence**, **You** may require additional cabling or a pole installation. The installation cost will vary dependent upon these factors and the type of Antenna that is required to connect **You**. We will discuss these charges with **You** at the time of your application. Please see the [Critical Information Summary](#) for details of all the potentially applicable charges.

A special power supply that will power the **Antenna** via ethernet will also be provided. The power supply will also have an additional ethernet port and **You** will be provided with another ethernet cable to connect a device of **Your** choice (a computer or a router) to the internet.

You will require a modem router to use this type of **Service**.

Equipment We supply to you

We will supply **You** with:

- the necessary equipment, this may be a router from **Us** (or **You** can provide an approved router), and any **Additional Service Features** **You** have selected.
- **We** will also provide **You** with any other equipment **You** order to purchase from **Us** in **Your** application.
- Equipment supplied requires mains power which may not be suitable if **You** have a serious illness or condition, require medical alert **Services**, have a back-to-base alarm, or require an uninterrupted telephone line.

Equipment a supplier provides to you

This type of **Service** does not require any additional equipment to be provided to **You** through another supplier.

Other matters

- **You** (or a suitable person that **You** nominate) will be required to be present for the installation and setup of the **Service**.
- After installation, if **We** make a **Service** call at **Your** request and there is no fault with the router, or **Node1 Internet** owned equipment **We** have supplied to **You**, **We** may charge **You** a **Service** fee.



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Node1 Internet Seacrest Fibre Service

Connecting to the Service

The Seacrest estate is located in Geraldton, Western Australia. The estate has been cabled with fibre connecting the houses within it to the **Node1 Internet Network**. If **You** live in the Seacrest Estate **You** can apply for a **Node1 Internet Seacrest Fibre Service**. Once **You** have applied for a **Service** and it has been activated by **Us**, **You** need to use the ethernet wall plate installed in **Your Premises** to connect to **Node1 Internet**. Please see the [Critical Information Summary](#) for details of all the potentially applicable charges.

You will require a modem router to use this type of **Service**.

Equipment We supply to you

We will supply **You** with:

- the necessary equipment, this may be a router from **Us** (or **You** can provide an approved router), and any **Additional Service Features You** have selected.
- **We** will also provide **You** with any other equipment **You** order to purchase from **Us** in **Your** application.
- Equipment supplied requires mains power which may not be suitable if **You** have a serious illness or condition, require medical alert **Services**, have a back-to-base alarm, or require an uninterrupted telephone line.

Equipment a supplier provides to you

This type of **Service** does not require any additional equipment to be provided to **You** through another supplier.

Other matters

- **You** (or a suitable person that **You** nominate) will be required to be present for the installation and setup of the **Service**.
- After installation, if **We** make a **Service** call at **Your** request and there is no fault with the router, or **Node1 Internet** owned equipment **We** have supplied to **You**, **We** may charge **You** a **Service** fee.



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Node1 Internet Apartment Service

Connecting to the Service

In Serviceable apartment buildings, **Node1 Internet** provides a fibre connection from an ethernet wall plate in the apartment to the **Node1 Internet Network**. If **You** live in an apartment that **Node1 Internet** supplies this **Service** to, **You** can apply for an apartment **Service** with us. If **You** are unsure whether your apartment is serviced by us, please call **Our** support team to enquire. Please see the [Critical Information Summary](#) for details of all the potentially applicable charges.

You will require a modem router to use this type of **Service**.

Equipment We supply to you

We will supply **You** with:

- the necessary equipment, this may be a router from **Us** (or **You** can provide an approved router), and any **Additional Service Features** **You** have selected.
- **We** will also provide **You** with any other equipment **You** order to purchase from **Us** in **Your** application.
- Equipment supplied requires mains power which may not be suitable if **You** have a serious illness or condition, require medical alert **Services**, have a back-to-base alarm, or require an uninterrupted telephone line.

Equipment a supplier provides to you

This type of **Service** does not require any additional equipment to be provided to **You** through another supplier.

Other matters

- **You** (or a suitable person that **You** nominate) will be required to be present for the installation and setup of the **Service**.
- After installation, if **We** make a **Service** call at **Your** request and there is no fault with the router, or **Node1 Internet** owned equipment **We** have supplied to **You**, **We** may charge **You** a **Service** fee.



Node1 Internet nbn™ Broadband Service

Connecting to the Service

With all **nbn™ Services**, **nbn™ Co** provides the infrastructure that connects **Your Premise** to **Our Network**. **nbn™ Co** has multiple delivery methods that they may use to achieve this. Depending which delivery method is available at **Your** location and the work that is required to be completed by **nbn™ Co** **You** may be required to pay a new development charge as well as any applicable setup fee that is applicable to all new **nbn™ Services**. Please see the [Critical Information Summary](#) for details of all the potentially applicable charges.

Node1 Internet will act as an intermediary between **You** and **nbn™ Co** and will arrange an installation of **You** do not already have the **nbn™** installed at **Your Premise**. Once **nbn™ Co** have completed the installation of the connection, **Node1 Internet** will be able to start provisioning and supplying a **Service** for **You**.

You will require a modem router to use this type of **Service**.

Equipment We supply to you

We will supply **You** with:

- any equipment **You** order to purchase from **Us** in **Your** application.

Any equipment supplied will require mains power which may not be suitable if **You** have a serious illness or condition, have a back-to-base alarm, or require an uninterrupted telephone line.

Equipment a supplier (nbn™ Co) provides to you

The following equipment that is owned by **nbn™ Co** may be used to provide the **Service** to **You**:

- an **nbn™ Connection Box** (**nbn™** Fixed Wireless and **nbn™** Fibre),
- a **nbn™** Battery Backup may also be supplied provided **You** have selected this **Service** in **Your** application.

Other Matters

- **You** may be required to be present for the installation and setup of the **Service**. Depending on the status of the cabling to **Your** street and **Premises**, installation of the **Service** may need to take place over two days which may not be consecutive days. **You** may be required to give multiple technicians access to **Your Premises** for this purpose.
- After installation, if **We** make a **Service** call at **Your** request and there is no fault with the **Modem, Interface Device** or **Node1 Internet** owned equipment **We** have supplied to **You**, **We** may charge **You** a **Service** fee.
- **nbn™ Services** without a battery backup **Service** will not operate in the event of a power outage. This means **You** won't be able to make or receive calls during a power failure including calls to emergency **Services**. **You** should ensure **You** have alternative means to make calls (such as a charged up mobile phone).
- Medical and back to base alarms will not work during a power outage.
- **Node1 Internet** does not provide Priority Assistance.
- If **You** have supplied **Your** own battery backup power supply unit for the **nbn™ Connection Box** (**nbn™** Fibre only), **You** are responsible for the battery replacement and maintenance.



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- **You** must ensure that **You** do not damage, threaten, interfere with or interrupt the operation or performance of the **nbn™ Co Service** or any **nbn™ Networks**.
- Without limiting the generality of any of the subclauses within clause 9 of the Standard Form of Agreement, **You** must comply with **Our** directions and instructions in respect of the following:
 - o protecting the integrity of **nbn™**-related **Networks**;
 - o protecting the integrity of any other **nbn™ Co** customer's **Network**, systems, equipment or facilities used in connection with the **nbn™ Co Network** or at the National Test Facility;
 - o ensuring the quality of any product or **Service** supplied by **nbn™ Co** to **Us** or any other **nbn™ Co** customer; or
 - o protecting the health or safety of any person.
 - o **You** acknowledge **You** are responsible to **Us** for any **loss** or damage **You** cause to **nbn™ Co Network** or equipment, excluding any **loss** to the **nbn™ Network** or equipment that is caused by **nbn™ Co** or **Us**.
- to the extent permitted by law **nbn™ Co**, all personnel of **nbn™ Co**, and each related corporation of **nbn™ Co** and all of their personnel have no liability to **You** arising from or in connection with the **Service**.
- **We** are not responsible for the actions or omissions of **nbn™ Co** in connection with any **nbn™ Co** activity at **Your Premises**.
- **nbn™ Co** is not the agent or representative of any **Node1 Internet** group company.
- **We** do not accept (and **We** exclude) any liability to **You** for acts or omissions of **nbn™ Co**.
- If **nbn™ Co** equipment at **Your Premises** is damaged or becomes inoperable, then **We** will not be able to supply **Services** to **You** until the equipment is fixed. If that happens, **We** will endeavour to ensure that **nbn™ Co**, as the owner and supplier of the equipment, repairs it within a reasonable period. However, **You** acknowledge that because **We** do not own the equipment, the responsibility for repair of the equipment lies with **nbn™ Co**. In some situations this may amount to an intervening event as defined in the Standard Form of Agreement.

You can find additional information regarding **nbn™ Co** on their [website](https://www.nodeone.com.au).



Node1 Internet LBNCo Broadband Service

Connecting to the Service

With all **LBNCo Services**, **LBNCo** provides the infrastructure that connects **Your Premise** to **Our Network**. **LBNCo** has multiple delivery methods that they may use to achieve this. Depending which delivery method is available at **Your** location and the work that is required to be completed by **LBNCo** **You** may be required to pay a new development charge as well as any applicable setup fee that is applicable to all new **LBNCo**. Please see the [Critical Information Summary](#) for details of all the potentially applicable charges.

Node1 Internet will act as an intermediary between **You** and **LBNCo** and will arrange an installation of **You** do not already have the **LBNCo** installed at **Your Premise**. Once **LBNCo** have completed the installation of the connection, **Node1 Internet** will be able to start provisioning and supplying a **Service** for **You**.

You will require a modem router to use this type of **Service**.

Equipment We supply to you

We will supply **You** with:

- any equipment **You** order to purchase from **Us** in **Your** application.

Any equipment supplied will require mains power which may not be suitable if **You** have a serious illness or condition, have a back-to-base alarm, or require an uninterrupted telephone line.

Equipment a supplier (nbn™ Co) provides to you

The following equipment that is owned by **LBNCo** may be used to provide the **Service** to **You**:

- an **LBNCo Connection Box**

Other Matters

- **You** may be required to be present for the installation and setup of the **Service**. Depending on the status of the cabling to **Your** street and **Premises**, installation of the **Service** may need to take place over two days which may not be consecutive days. **You** may be required to give multiple technicians access to **Your Premises** for this purpose.
- After installation, if **We** make a **Service** call at **Your** request and there is no fault with the **Modem, Interface Device** or **Node1 Internet** owned equipment **We** have supplied to **You**, **We** may charge **You** a **Service** fee.
- **LBNCo Services** without a battery backup **Service** will not operate in the event of a power outage. This means **You** won't be able to make or receive calls during a power failure including calls to emergency **Services**. **You** should ensure **You** have alternative means to make calls (such as a charged up mobile phone).
- Medical and back to base alarms will not work during a power outage.
- **Node1 Internet** does not provide Priority Assistance.
- **You** must ensure that **You** do not damage, threaten, interfere with or interrupt the operation or performance of the **LBNCo Service** or any **LBNCo Networks**.



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- Without limiting the generality of any of the subclauses within clause 9 of the Standard Form of Agreement, **You** must comply with **Our** directions and instructions in respect of the following:
 - o protecting the integrity of **LBNCo**-related **Networks**;
 - o protecting the integrity of any other **LBNCo** customer's **Network**, systems, equipment or facilities used in connection with the **LBNCo Network** or at the National Test Facility;
 - o ensuring the quality of any product or **Service** supplied by **LBNCo** to **Us** or any other **LBNCo** customer; or
 - o protecting the health or safety of any person.
 - o **You** acknowledge **You** are responsible to **Us** for any *loss* or damage **You** cause to **LBNCo Network** or equipment, excluding any *loss* to the **LBNCo Network** or equipment that is caused by **LBNCo** or **Us**.
- to the extent permitted by law **LBNCo**, all personnel of **LBNCo**, and each related corporation of **LBNCo** and all of their personnel have no liability to **You** arising from or in connection with the **Service**.
- **We** are not responsible for the actions or omissions of **LBNCo** in connection with any **LBNCo** activity at **Your Premises**.
- **LBNCo** is not the agent or representative of any **Node1 Internet** group company.
- **We** do not accept (and **We** exclude) any liability to **You** for acts or omissions of **LBNCo**.
- If **LBNCo** equipment at **Your Premises** is damaged or becomes inoperable, then **We** will not be able to supply **Services** to **You** until the equipment is fixed. If that happens, **We** will endeavour to ensure that **LBNCo**, as the owner and supplier of the equipment, repairs it within a reasonable period. However, **You** acknowledge that because **We** do not own the equipment, the responsibility for repair of the equipment lies with **LBNCo**. In some situations this may amount to an intervening event as defined in the Standard Form of Agreement.
- **You** can find additional information regarding **LBNCo** on their [website](#).



11. Definitions

- **Access Method:** a network path that connects your **Premise** to our network.
- **Additional Service Features:** the additional features **You** may obtain with the **Service** from time to time.
- **Antenna:** Hardware installed on **Your** roof (for fixed wireless customers) to connect to
- **Application:** the part of the agreement which is the written or verbal **application You** complete to request that **We** supply the **service** to **You**.
- **Broadband:** a high-speed data transmission rate that is significantly faster than standard dial-up **Modem** transmissions. **Broadband** can carry voice, video and data (including internet) traffic.
- **Data Allowance:** the amount of maximum **Data Usage** that can be used at high-speed or without incurring excess usage charges, depending on **Your** pricing plan, in a given billing month as set out in **Your** pricing plan. **Data Allowance** is measured in Megabytes (MB).
- **Data Usage:** the amount of data that **You** have downloaded (and uploaded, if **We** have specified that uploads count towards **Your Data Usage**) in a given billing month. **Data Usage** is measured in MB.
- **Early termination fee:** charges which may be payable on cancellation of the **service**, also referred to as **cancellation fee**.
- **Fixed term:** an agreement that has a **Minimum term**, during which time neither **You** nor **We** are free to change the terms of the agreement or to **cancel the service**, other than as specifically provided for in the agreement. A **Fixed Term** agreement does not include a month to month agreement.
- **Interface Device:** a device that creates a physical connection between other hardware devices. The most common **Interface Devices** used in connecting the **Service** are USB or Ethernet ports and cables that connect a computer to a **Modem**.
- **LAN:** a local area **Network** and is a **Network** of connected computers that are in a limited geographic area.
- **Modem:** a device that sends and receives data, such as internet traffic, across a **Network** to provide internet access used for accessing the **Service** via the **Node1 Internet Service Access Method**.
- **nbn™:** the National Broadband Network provided by or on behalf of **nbn™ Co**.
- **nbn™ Co:** **nbn™ Co** Limited - ABN 86 136 533 741.
- **Network:** any interconnected telecommunications equipment, facilities, or cabling.
- **Node1 Internet:** Node1 Internet (ABN 43 620 671 374).
- **Non-Standard Connection:** a connection in circumstance that include, for example, the following:
 - o the length of the external cabling between the relevant **Network** point of presence and the **Service** delivery point is greater than 50 metres,
 - o the link between the **Network** point of presence and the **Service** delivery point requires the connection of **Node1 Internet** owned equipment in addition to cable,
 - o **You** request that the cable between the **Network** point of presence and the **Service** delivery point be placed underground,
 - o there is no under floor or roof access to **Your Premises**,
 - o the length of the external cabling between the relevant **Network** point of presence and the **Service** delivery point is less than 50 metres, but an aerial connection is not technically possible, or
 - o it will require in excess of four (4) man hours to complete the connection of one outlet at **Your Premises**, or in excess of seven (7) man hours to complete the connection of multiple outlets and/or **Network** wall sockets at **Your Premises**.



NODEONE

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- **nbn™ Connection Box (also known as a NTD):** the **Network** terminating device which is the **Modem** supplied to **You** with a **nbn™** Fibre or **nbn™** Fixed Wireless Connection to provide a link from the **nbn™** to **Our Network**.
- **Point of Presence:** **Our** local connection points that **Our** services connect through.
- **Premises:** locations at which **We** supply the **service**, and/or to which **We** need to have access to supply the **service**.
- **Primary Email Address:** the email address provided with **Your Service**.
- **Service:** the **service**, with the features requested in the **application** as described in the **Service Description**, and any related goods (including equipment) and ancillary **Services** which **We** supply to **You** in connection with that **service**.
- **Supplier:** any **supplier** of goods or **Services** (including interconnection **Services**) which are used directly or indirectly by **Node1 Internet** to supply the **service** to **You**. Where a **supplier** supplies goods or **Services** to **You** directly, that **supplier** is not acting in its capacity as **supplier**, but rather is a third party providing **Services** directly to **You**.
- **You:** the person who fills out the **application** (and **Your** and **Yours** is to be construed accordingly). Only one person may fill out the **application**.
- **Warranty Period:** the period or time that a warranty on equipment is provided, starting from the date of delivery to **You**.
- **We:** the **Node1 Internet** group company specified in the **Service Description** as supplying the **service** (and **Node1 Internet** and ours is to be construed accordingly).