



# 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:

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

### 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.



- **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.



### 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.



### 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.



### 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](#).



### Node1 Internet LBNC0 Broadband Service

#### *Connecting to the Service*

With all **LBNC0 Services**, **LBNC0** provides the infrastructure that connects **Your Premise** to **Our Network**. **LBNC0** 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 **LBNC0** **You** may be required to pay a new development charge as well as any applicable setup fee that is applicable to all new **LBNC0**. Please see the [Critical Information Summary](#) for details of all the potentially applicable charges.

**Node1 Internet** will act as an intermediary between **You** and **LBNC0** and will arrange an installation of **You** do not already have the **LBNC0** installed at **Your Premise**. Once **LBNC0** 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 **LBNC0** may be used to provide the **Service** to **You**:

- an **LBNC0 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.
- **LBNC0 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 **LBNC0 Service** or any **LBNC0 Networks**.



## Service Description

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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

## Service Description

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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).