

DSL SERVICE SCHEDULE

1. About this document

This Service Schedule forms part your Contract. In the event of any inconsistency between this Service Schedule and another clause of your Contract, this Service Schedule prevails to the extent of any inconsistency, but not otherwise.

2. Dictionary and Glossary of Terms

The expression:	means:
ADSL	Asymmetric Digital Subscriber Line
Bandwidth	the rate of data transfer in respect of your DSL Service
Bandwidth Support Ticket	as in clause 13(c)
Basic Telephone Service	a Standard Telephone Service as in the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth)
Commencement Date	the date on which your DSL Service commences (as set out in the application form, in the terms and conditions of your Plan or as otherwise agreed to by the parties in writing)
Contract	as in clause 3 of our Standard Form of Agreement made under section 479 of the Telecommunications Act 1997 (Cth)
Customer Service Guarantee	the Customer Service Guarantee Standard 2000 (No 2)
DSL	Digital Subscriber Line
DSL Coverage Areas	as in clause 5(a)
Equipment Documentation	user guides, manuals and instructions in connection with the installation and use of Equipment, including the manufacturer's guidelines and recommendations

EULA	as in clause 8(b)(vi)
Excess Usage	downloads or uploads in excess of your Included Data Allowance
Flat Rate Service	as in clause 11(e)
Holding Over Period	as in clause 4(b)
Included Data Allowance	the amount of data you are entitled to download and upload in connection with your DSL Service in a given month without incurring excess usage charges or having your DSL Service Shaped (depending on the particulars of your DSL Service), as specified in the terms and conditions of your Plan or as otherwise notified to you by us in writing from time to time
IP Address	Internet Protocol Address
Minimum Monthly Charge	the minimum monthly recurring fee or charge that you are required to pay us, as set out in the details of your Plan, the application form or as otherwise notified to you by us from time to time
Minimum Term	the minimum term of your DSL Service (as set out in your application form, the terms and conditions of your Plan or as otherwise agreed to by the parties in writing)
Off-Peak	the hours of a day within which the use of your DSL Service and consumption of your Included Data Allowance is designated as "Off-Peak", as varied by us from time to time and notified to you. Unless expressly stated by us to the contrary, references to a time period refer to the time zone that applies to the Premises
Peak	the hours of a day within which the use of your DSL Service and consumption of your Included Data Allowance is designated as "Peak", as varied by us from time to time and notified to you. Unless expressly stated by us to the contrary, references to a time period refer to the time zone that applies to the Premises
PPPoA	as in clause 10(a)(i)

PPPoE	as in clause 10(b)(ii)
Premises	the physical place at which your DSL Service is or will be activated
PSTN	Public Switched Telephone Network
Scheduled Outage	as in clause 15
Shaped	a corresponding meaning to Shaping
Shaped Service	as in clause 11(f)
Shaping	slowing your DSL Service to a reduced speed for the remainder of a given month in circumstances where you have exceeded your Included Data Allowance for that month.
Software	as in clause 8(a)
Software Documentation	user guides, manuals and instructions in connection with the installation and use of the Software
Static IP Address	a assigned, constant fixed location on the internet
Top-Up	as in clause 12(a)(v)
Topped-Up Data	an additional data allowance (over and above your Included Data Allowance) obtained by you in connection with a successful request by you for a Top-Up.
Unbundled Service	as in clause 11(c)
Unused Data	the portion of your Included Data Allowance or Topped-Up Data that is not consumed during the month to which that Included Data Allowance or Topped-Up Data relates
Usage Based Service	as in clause 11(d)
Value Added Services	any service that is designated by us from time to time and in our sole and absolute discretion, as being a 'Value Added Service' (whether designated by that title or any other title).

Capitalised terms which appear in this Service Schedule and are not defined in this clause 2 may be defined in the Customer Terms section of your Contract. For the avoidance of doubt, the Interpretation section in the Customer Terms applies to this Service Schedule.

3. This Service: Overview

- (a) We agree to provide this DSL Service to you on the terms and conditions set out in this Contract.
- (b) Your DSL Service may provide you with (amongst other things):
 - (i) a DSL modem; and
 - (ii) an Included Data Allowance.

4. Term

- (a) For the avoidance of doubt, the term of your DSL Service commences on the Commencement Date and continues for the Minimum Term and any Holding Over Period, unless terminated earlier in accordance with this Contract.
- (b) If you do not provide us with notice in writing (in such form as we may reasonably require from time to time) that you do not intend to renew your DSL Service at or prior to the expiry of the Minimum Term, your DSL Service will continue on a month-to-month basis, on substantially the same terms and conditions (“**Holding Over Period**”).

5. DSL Service Coverage: Overview

- (a) Your DSL Service is only available within our designated service areas (“**DSL Coverage Areas**”). You may obtain details of our DSL Coverage Areas by contacting Customer Service.
- (b) You acknowledge and agree that:
 - (i) your DSL Service is not compatible with all Equipment and software and you must make your own inquiries in respect of whether your Equipment and software are compatible with your DSL Service;



- (ii) you may be required to, at your sole cost and expense, procure and install additional Equipment in order to facilitate the activation and use of your DSL Service (such as, without limitation, central splitters and filters);
 - (iii) your DSL Service may be incompatible or interfere with other equipment and services that are used at the Premises, such as a back to base alarm monitoring service and your Basic Telephone Service. You must do such things as are required to resolve that incompatibility or interference (such as procuring and installing additional Equipment) (if that incompatibility or interference can be resolved at all);
 - (iv) the activation and use of your DSL Service requires an existing PSTN connection at the Premises. You will be unable to use your DSL Service if you do not maintain that PSTN connection;
 - (v) you may be unable to use all or any part of your DSL Service if you attempt to use your DSL Service (or any part thereof) from a location other than the Premises;
 - (vi) you must make your own assessment (and to the maximum extent permitted by Law e.g. unless we have made representations to you and you have, acting reasonably, relied on those representations) of whether this DSL Service is suitable for you, having regards to the Equipment and software used or intended to be used in connection with your DSL Service, other Equipment and services used at the Premises and the DSL Coverage Areas; and
 - (vii) this DSL Service is a residential grade service. It is not suitable if you require a DSL Service which is not affected by latency, jitter, packet loss, drop outs and the like (for example, for real time video streaming or for high volume continuous file transfers).
- (c) For the avoidance of doubt, and to the maximum extent permitted by law (e.g. unless we have made representations to you and you have, acting reasonably, relied on those representations), we will not be liable to you for any incompatibility or interference with your other Equipment and services (such as a back to base alarm monitoring service and your Basic Telephone Service) in connection with the activation, use and maintenance of your DSL Service.

6. Usage Allowance – First Month

Your usage allowance in connection with your DSL Service will generally be pro-rated in your first month but not always. For example, if your DSL Service Plan has a minimum monthly spend of \$30.00 and an Included Data Allowance of 3GB, and commenced on the 16th day of a month that has thirty (30) days, you may be entitled to a pro-rated Included Data Allowance of 1.5GB. Please refer to the terms and conditions of your Plan, or contact Customer Service, to see whether your usage allowance will be pro-rated in your first month.

7. Value Added Services

(a) Where available in connection with your DSL Service and agreed to by the parties (on such terms and conditions that are acceptable to the parties), your DSL Service may include access to Value Added Services.

(b) You acknowledge and agree that:

(i) the Value Added Services that are available to you may vary from time to time and we may add, remove or vary Value Added Services. Where we reasonably believe that an addition, removal or variation of a Value Added Service will materially and adversely affect you, we will endeavour to provide you with reasonable notice.

TCP Customers Clause 47 of Part C of your Contract (General Terms) applies to you if we intend to vary a Value Added Service;

(ii) whether you are entitled to, or are able to use, a given Value Added Service (and the extent of that use) depends on a variety of factors, such as the terms and conditions of your Plan and Service and any Equipment or software that you use in connection with your DSL Service;

(iii) you must make your own assessment (and to the maximum extent permitted by Law e.g. unless we have made representations to you and you have, acting reasonably, relied on those representations), you solely rely on that assessment of:

(A) the fitness of a given Value Added Service for the purpose that you require; and



- (B) any minimum Equipment, Service, software or other requirements of a given Value Added Service;
- (C) fees and charges may apply to subscribe to, activate or use a given Value Added Service. Those charges include, but are not limited to, monthly subscription or access fees, activation fees and the like; and
- (D) fees and charges in connection with the Value Added Services are billed to your account in respect of your DSL Service and you are obligated to pay those fees and charges.

8. Service Software

- (a) We may provide you with software for use in connection with your DSL Service (“**Software**”).
- (b) You acknowledge and agree that:
 - (i) the Software is the exclusive property of its owner who retains all goodwill, right, title and interest in the Software and the Software Documentation (including all intellectual property rights);
 - (ii) you will ensure that no act is done (or no act is failed to be done) which interferes with the owner’s goodwill, right, title or interest in the Software or Software Documentation or offends the owner’s moral rights in the Software or Software Documentation;
 - (iii) you are granted a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable licence to use the Software;
 - (iv) the provision of the Software to you is not to be interpreted as any representation by us or the owner of the Software that the Software will perform to a certain level or that the Software will be compatible with your Equipment or other software;
 - (v) you have made your own prior independent inquiries in respect of the performance of the Software and the compatibility of the Software with your Equipment and with other software; and
 - (vi) you will ensure that the End User Licence Agreement (“**EULA**”) in respect of the Software is strictly complied with.



- (c) You must:
 - (i) only use the Software in strict accordance with the Software Documentation;
 - (ii) only use the Software for the purpose of using your DSL Service;
 - (iii) not disassemble, decompile or reverse engineer the Software; and
 - (iv) not copy, reproduce or make a backup of the Software or Software Documentation or otherwise deal with the Software or Software Documentation in a manner which is inconsistent with the rights of its owner.

9. Service Equipment

- (a) We may provide you with Equipment for use in connection with your DSL Service, such as a DSL modem.
- (b) You acknowledge and agree that:
 - (i) the provision of the Equipment to you is not to be interpreted as any representation by us that the Equipment will perform to a certain level or that the Equipment will be compatible with your other equipment or with any software;
 - (ii) you have made your own prior independent inquiries in respect of the performance of the Equipment provided to you and the compatibility of that Equipment with your other equipment, with any software and any other services used in connection with the Premises; and
 - (iii) the Equipment Documentation is the exclusive property of its owner who retains all goodwill, right, title and interest in the Equipment Documentation (including all intellectual property rights).
- (c) You must:
 - (i) only use the Equipment provided to you in connection with your DSL Service in strict accordance with the relevant Equipment Documentation;
 - (ii) not copy, reproduce or make a backup of the Equipment Documentation (or otherwise deal with the Equipment Documentation in a manner that is inconsistent with the rights of the owner of the Equipment Documentation); and
 - (iii) only use the Equipment provided to you in connection with your DSL Service for the purpose of using your DSL Service.

10. User Protocols and IP Addresses

- (a) Your DSL Service requires either of the following protocols to be enabled in your Equipment in order to use and access your DSL Service:
 - (i) PPP over Ethernet (“**PPPoE**”); or
 - (ii) PPP over ATM (“**PPPoA**”).
- (b) You acknowledge and agree that:
 - (i) we will assign an IP Address to the Equipment used by you in connection with your DSL Service, which may be a Static IP Address;
 - (ii) we may change any Static IP Address that has been allocated to you;
 - (iii) if we intend to change any Static IP Address that has been allocated to you, we will endeavour to provide you with three (3) weeks prior notice; and
 - (iv) you may be unable to use all or any part of your DSL Service if you do not have either PPPoE or PPPoA enabled in your Equipment.

11. Usage Allowance and Services: Specific Cases

- (a) Your Included Data Allowance is set out in the terms and conditions of your Plan or as otherwise notified to you from us in writing. Your Included Data Allowance may be allocated between Peak and Off-Peak periods. For example, you might have a total Included Data Allowance of 5GB, made up of an Included Data Allowance of 3GB during Peak times, and an Included Data Allowance of 2GB during Off-Peak times.
- (b) Your Plan may specify that your DSL Service is (amongst other things):
 - (i) an Unbundled Service; or
 - (ii) a Usage Based Service; or
 - (iii) a Flat Rate Service; or
 - (iv) a Shaped Service.

Unbundled Service:



- (c) If your DSL Service is described as an Unbundled Service (or similar) in the terms and conditions of your Plan:
 - (i) you do not have an Included Data Allowance; and
 - (ii) you will be charged on a 'per megabyte' consumption basis.

Usage Based Service:

- (d) If your DSL Service is described as a Usage Based Service (or similar) in the terms and conditions of your Plan:
 - (i) you are entitled to an Included Data Allowance which may be allocated between Peak and Off-Peak periods; and
 - (ii) if you exceed your Included Data Allowance in the Peak and/or Off-Peak period, you will incur fees and charges in connection with your Excess Usage on a 'per megabyte' consumption basis. We may, for spend management reasons, suspend your DSL Service if you reach a specified level of Excess Usage.

Flat Rate Service:

- (e) If your DSL Service is designated as a Flat Rate Service (or similar) in the terms and conditions of your Plan:
 - (i) you are entitled to an Included Data Allowance which may be allocated between Peak and Off-Peak periods; and
 - (ii) if you exceed your Included Data Allowance in the Peak and/or Off-Peak period in a given month, your DSL Service may:
 - (A) be Shaped during the Peak and/or Off-Peak period (as the case may be) for the remainder of that month, in which case you will not incur fees and charges in connection with your Excess Usage during the period of time in which your DSL Service was Shaped; or
 - (B) not be Shaped for the remainder of that month, in which case you will incur fees and charges in connection with your Excess Usage during the Peak and/or Off-Peak period. We may, for spend management reasons, suspend your DSL Service if you reach a specified level of Excess Usage

Shaped Service:

- (f) If your DSL Service is designated as a Shaped Service (or similar) in the terms and conditions of your Plan:
 - (i) you are entitled to an Included Data Allowance which may be allocated between Peak and Off-Peak periods; and
 - (ii) if you exceed your Included Data Allowance in the Peak and/or Off-Peak period in a given month, your DSL Service will be Shaped during the Peak and/or Off-Peak period (as the case may be) for the remainder of that month, in which case you will not incur fees and charges directly related to your Excess Usage during the period of time in which your DSL Service was Shaped.
- (g) For the avoidance of doubt, clauses 11(c) to (f) are not exhaustive of the terms and conditions that apply to the Plans set out in those clauses and further terms and conditions in respect of those Plans are set out in the terms and conditions of the relevant Plan.

12. Usage Allowance and Services: General Principles

- (a) Unless clause 11 of this Service Schedule or the terms and conditions of your Plan expressly specify to the contrary, the following clauses apply to your DSL Service:
 - (i) your Included Data Allowance is not a cap on the volume of data you may upload or download in a given month. You may upload or download data in excess of your Included Data Allowance but excess usage charges may apply in respect of the volume of data that has been uploaded or downloaded in excess of your Included Data Allowance;
 - (ii) your Included Data Allowance is not reset until the 1st day of the following month;
 - (iii) both uploads and downloads of data consume your Included Data Allowance;
 - (iv) any Unused Data is forfeited at the end of a given month and you are not entitled to any refund, rebate or credit in respect of the Unused Data or to 'roll over' the Unused Data to any subsequent month or from the Off Peak period to the Peak Period (or vice versa). For example:



- (A) If you have an Included Data Allowance of 10GB per month and you only consume 2GB in that month (i.e. your Unused Data is 8GB), your Included Data Allowance for the following month will remain at 10GB).
 - (B) If you have an Included Data Allowance of 10GB that is allocated between Peak and Off-Peak periods in the proportions of 3GB Peak and 7GB Off-Peak and you only consume 5GB during the Off-Peak period, your Unused Data of 2GB in respect of the Off-Peak period is not credited to the portion of your Included Data Allowance in respect of the Peak period;
- (v) if your DSL Service has been Shaped, we may allow you to ‘top up’ your DSL Service by allowing you to pay additional fees and charges in order to remove Shaping from your DSL Service for that month (“**Top-Up**”). Our consent may be granted on such terms and conditions as we may require from time to time or withheld in our sole and absolute discretion, including, for spend management reasons. Unless we expressly agree to the contrary:
- (A) we will only allow a Top-Up to occur in respect of Peak usage;
 - (B) the Topped-Up Data expires on the last day of the month in which that Top-Up was requested and is treated as Unused Data for the purposes of clause 12(a)(iv);
 - (C) it may take in excess of thirty (30) minutes for the Top-Up to be actioned by us;
 - (D) we may reject any request for a Top-Up if that request is made between the hours of 9:00pm and 3:00am on the last day of the month; and
 - (E) we can only be taken to have accepted your request for a Top-Up if we notify you in an email that we have accepted your request; and
- (vi) If we Shape your DSL Service (whether in connection with a Flat Rate Service, the Shaped Service or other Service)), you will experienced reduced Bandwidth in respect of both downloads and uploads. As a result, your ability to live stream videos, conduct video conferencing, download website content may be significantly affected.



- (b) You acknowledge and agree that the details of your data usage will be made available to you for spend management reasons by contacting Customer Service or accessible from our website. For the purposes of calculating and otherwise determining your data usage (including in respect of determining whether you have exceed your Included Data Allowance and the excess usage charges which may apply), we refer to the data usage details supplied to us by our Partners. You acknowledge that any other software, utilities, equipment or applications for determining your data usage (such as data counters, whether available online or included in any software) may not be accurate and may result in you inadvertently exceeding your Included Data Allowance and incurring fees and charges in connection with Excess Usage. If you refer to and rely on those other sources, you do so at your own risk that those sources are unreliable.

13. DSL Service: Bandwidth

- (a) The maximum Bandwidth available in connection with your DSL Service is set out in the terms and conditions of your Plan or as otherwise notified to you by us from time to time.
- (b) The maximum Bandwidth you experience in connection with your DSL Service may be less than the typical Bandwidth set out in the terms and conditions of your Plan or as otherwise notified to you by us from time to time. The Bandwidth that you experience in connection with your DSL Service is affected by a variety of factors, including, without limitation:
 - (i) network congestion;
 - (ii) your geographical location;
 - (iii) your distance from the relevant exchange;
 - (iv) the hardware and software you use in connection with your DSL Service (for example, your internet browser and your computer);
 - (v) general internet traffic; and
 - (vi) the quality of the underlining infrastructure.
- (c) If the terms and conditions of your Plan specify a particular transmission rate and you consistently experience a rate below that specified rate, you may raise a support ticket with us ("**Bandwidth Support Ticket**"). You acknowledge and



agree that we will not respond to, or take any action in respect of, a Bandwidth Support Ticket if we detect that you are experiencing a Bandwidth above the specified transmission rate for your Plan.

- (d) You acknowledge and agree that the Bandwidth in connection with your DSL Service may fluctuate from time to time, including, without limitation, for reasons within the control of our suppliers. Where we believe that the variation will materially and adversely affect you, we will endeavour to provide you with reasonable notice, but not otherwise.

TCP Customers Clause 47 of Part C of your Contract (General Terms) applies to you to the extent the fluctuation results from a variation to your Contract.

14. Termination

- (a) Without limiting our right to terminate, suspend or limit your DSL Service (as set out in the terms and conditions of your Plan or any in other clause of your Contract), we may immediately terminate, suspend or limit your DSL Service:
 - (i) if you breach a material term of this Service Schedule, including if you use your DSL Service (or any part of your DSL Service) is:
 - (A) used to transmit, refile or aggregate domestic or international traffic; or
 - (B) used in connection with Equipment that switches or reroutes calls or traffic; or
 - (C) used for, or in connection with, any purpose that it is similar to or in furtherance of the conduct set out in clause 14(a)(i) and (ii) of this Service Schedule; or
 - (ii) if any agreement, contract, deed or arrangement between us and our supplier in connection with the supply of your DSL Service is varied, suspended or terminated and we believe that it is reasonable for operational reasons to terminate, suspend or limit your DSL Service.
- (b) An Early Termination Fee may apply if your DSL Service is terminated prior to the expiry of the fixed or minimum term. Please refer to clause 68 of Part C of your Contract (General Terms). For the avoidance of doubt, you are not required



to pay an Early Termination Fee where your DSL Service is terminated pursuant to clause 14(a)(ii) of this Service Schedule.

15. Scheduled Outages

- (a) You expressly acknowledge and agree that Schedule Outages are a necessary and unavoidable consequence of providing your DSL Service.
- (b) We aim to provide you with reasonable notice of any anticipated Scheduled Outage where we believe that the Scheduled Outage may significantly and adversely affect your DSL Service.
- (c) You expressly acknowledge and agree that a Scheduled Outage may be urgent and unexpected and accordingly, we may be unable to provide you with any notice of a Scheduled Outage and your DSL Service will be immediately suspended.
- (d) Without limiting clauses 15(a) to (c) of this Service Schedule, you may experience a Scheduled Outage of several seconds between 11:30pm to midnight each night to enable us to update your daily data usage record.

16. Your Welcome Pack

- (a) Please refer to your DSL Welcome Pack for all your account management contacts and support numbers.
- (b) In the event of any inconsistency between this Service Schedule and your DSL Welcome Pack, this Service Schedule prevails.