



Service Description

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1 THE SERVICE

1.1 What is the *service*?

- (a) The *service* is the Node1 Internet, internet service.
- (b) The *service* provides *broadband* access to the internet and related services, such as email, via an *access method*.

1.2 Who supplies the *service*?

The *service* is supplied by Node1 Internet (ABN 14 408 523 096).

1.3 How we will communicate with you

We will communicate with you using your *primary email address*. You agree to monitor this email account regularly to retrieve and review these communications.

2 SUPPLYING THE SERVICE

2.1 How we will supply the *service* to you

- (a) Access to the *service* can be provided by different *access methods*.
- (b) The *access methods* are:

Access method	How is access provided?
Node1 Internet broadband on NBN internet service	via NBN Co'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

2.2 Important differences between *access methods*

- (a) The *access methods* differ in how they enable you to access the *service* and in other respects. Differences primarily exist between:
 - (i) the *minimum system requirements* necessary to access the *service*;
 - (ii) the *suppliers* involved in providing the *service*;
 - (iii) how you connect to the *service*;
 - (iv) the equipment required to use the *service*;
 - (v) the installation requirements, including in some cases whether we and / or a third party need to access your premises to complete installation;
 - (vi) the locations or coverage area where that *access method* is available;
 - (vii) the *pricing plans* available;
 - (viii) the other products and services that you may obtain from us that may be used in connection with an *access method*; and
 - (ix) whether other products and services that you obtain from third parties are incompatible with or may be affected by a particular *access method*.
- (b) Further information about the matters in clause 2.2(a) are contained on our website at: www.node1.com.au and will be communicated to you prior to us accepting your application to obtain the *service* via a particular *access method*.
- (c) 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*.

2.3 Changing the *access method*

- (a) Subject to any obligation we have under clause 2A (Changing the Agreement) of the *consumer terms* or clause 2A (Changing the Agreement) of the *SMB terms* (as applicable), we may decide to change the *access method* for your *service* and move you for the remainder of your *minimum term* (if applicable) from your existing *access method* to:

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- (i) a *pricing plan* for the new *access method* that is reasonably comparable with *your existing pricing plan*; or
- (ii) 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.
- (b) If we decide to change *your access method*, we will contact *you* about:
 - (i) the new *access method* and *pricing plan*;
 - (ii) timing for making the change;
 - (iii) the impact the change will have on *you*; and
 - (iv) any other relevant matters.
- (c) If we decide to change *your access method*, unless otherwise agreed:
 - (i) *you* will not be charged any de-installation or installation charges;
 - (ii) *you* will not be charged for any equipment supplied for the new *access method*; and
 - (iii) 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*.
- (d) If we change *your access method* at either *your* or *our* request:
 - (i) *you* must cooperate with *us* and any third party and provide all reasonable assistance to enable the change to be implemented;
 - (ii) *you* must provide *us* and any applicable third party with access to *your* premises, equipment, computer and device to enable de-installation and installation as if we were cancelling and removing an existing *service* and connecting a new *service*; and
 - (iii) *you* may experience a disruption or outage in *your service* while we implement the change.
- (e) *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*.
- (f) Reasonable grounds for *us* to cancel the *service* include if:
 - (i) *you* have no *minimum term* or *your minimum term* has expired; or
 - (ii) 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 minimum term* and that we may exercise a right to cancel if *you* did not accept *our* request.

2.4 Changes we may make to the service

- (a) Subject to any obligation we have under clause 2A (Changing the Agreement) of the *consumer terms* or clause 2A (Changing the Agreement) of the *SMB terms* (as applicable), 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:
 - (i) prioritise internet traffic of certain types or users over others;
 - (ii) block or filter specific internet ports;
 - (iii) delete incoming and outgoing email messages large in size or delete stored email messages older than 90 days;
 - (iv) limit the number of addresses for sending outgoing email; or
 - (v) block accepting emails into a mailbox exceeding its storage limit or due to spam content.

2.5 Can you change your pricing plan?

- (a) *You* may at any time request to change *your pricing plan* to another *pricing plan* for the same *access method*.
- (b) There may be certain conditions relating to changing *your pricing plan* including when the change takes effect.
- (c) Changing *your pricing plan* does not affect the *minimum term*.

2.6 What will be deleted if we cancel the service?

- (a) 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).

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3 MATTERS TO KNOW IN USING THE SERVICE

3.1 Collecting information and monitoring for compliance or misuse of the service

- (a) 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*.
- (b) We may monitor *your* account to ensure that *you* are complying with the *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.
- (c) 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.

3.2 Use of the service

- (a) *You* must:
 - (i) comply with the *Fair Use Policy* when using the *service*, and
 - (ii) ensure that the software *you* use with the *service* is properly licensed.
- (b) *You* must not:
 - (i) resell, share or otherwise distribute the *service* (or any part of the *service*) to any third party without *our* prior written consent;
 - (ii) run or provide network services to others via the *service*; or
 - (iii) use the *equipment* provided to you by us with any other service provider or non-Node1 Internet service.
- (c) The following additional uses and restrictions apply for the identified *access method*:

Access method	Additional use or restriction
Node1 Internet broadband on NBN internet service	<ul style="list-style-type: none"> (i) <i>You</i> must ensure that you do not damage, threaten, interfere with or interrupt the operation or performance of the <i>NBN Co</i> service or any <i>NBN</i> networks. (ii) Without limiting the generality of clause 5.3 of the <i>consumer terms</i> (or clause 5.4 of the <i>SMB terms</i> for small and medium business customers) you must comply with our directions and instructions in respect of the following: <ul style="list-style-type: none"> (A) protecting the integrity of <i>NBN</i>-related networks; (B) protecting the integrity of any other <i>NBN Co</i> customer's network, systems, equipment or facilities used in connection with the <i>NBN Co</i> network or at the National Test Facility; (C) ensuring the quality of any product or service supplied by <i>NBN Co</i> to us or any other <i>NBN Co</i> customer; or (D) protecting the health or safety of any person. (iii) <i>You</i> acknowledge <i>you</i> are responsible to us for any <i>loss</i> or damage <i>you</i> cause to <i>NBN Co</i> network or equipment, excluding any <i>loss</i> to the <i>NBN</i> network or equipment that is caused by <i>NBN Co</i> or us.

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Node1 Internet Fixed Wireless internet service	No additional uses or restrictions.
Node1 Internet Seacrest Fibre internet service	No additional uses or restrictions.

- (d) We are not responsible for any internet *content* obtained via the *service*.
- (e) 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*.

3.3 IP address

We will provide you with an IP address to use to connect to the *service*. This IP address remains *our* property and may change from time to time without any notification to *you*. Unless we offer you a static IP address and you accept the terms of that offer, you must not configure your device to connect to the *service* using a static IP address.

4 REQUIREMENTS FOR EACH ACCESS METHOD

4.1 Node1 Internet broadband on NBN Internet service

Connecting to the service	For you to be connected to the <i>service</i> : (a) NBN Co must have undertaken the necessary installation activity at your premises. If NBN Co has not already undertaken this installation activity we will contact NBN Co to arrange for it to be done; (b) NBN Co must have supplied the NBN Connection Box to your premises if you are connecting a NBN Fibre or NBN Fixed Wireless Connection; and (c) If you are connecting a NBN Fibre or NBN Fixed Wireless Connection we need to activate the <i>service</i> on your NBN Connection Box.
Equipment we supply to you	(a) We will supply you with: (i) any equipment you order to purchase from us in your application. (b) Equipment supplied requires 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 provides to you	The NBN Connection Box, NBN Fixed Wireless and NBN Fibre only. The NBN Battery Backup may also be supplied provided you have selected this service in your application. We will make arrangements with NBN Co for the NBN Connection Box to be supplied by NBN Co to you. This equipment is owned by NBN Co.
Other matters	(a) You may be required to be present for the installation and setup of the <i>service</i> . Depending on the status of the cabling to your street and premises, installation of the <i>service</i> 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. (b) 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.



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	<p>(d) 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).</p> <p>(e) Medical and back to base alarms will not work during a power outage.</p> <p>(f) Node1 Internet does not provide Priority Assistance.</p> <p>(g) 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.</p>
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4.2 Node1 Internet Fixed Wireless internet service

Connecting to the service	<p>For <i>you</i> to be connected to the <i>service</i>:</p> <p>(a) <i>You</i> must ensure that the <i>router</i> is plugged into the network wall installed at <i>your premises</i>.</p>
Equipment we supply to you	<p>(a) <i>We</i> will provide <i>you</i> with:</p> <p>(i) the necessary equipment, this may be a <i>router</i> from <i>us</i> (or <i>you</i> can provide an approved <i>router</i>), and any <i>additional service features</i> <i>you</i> have selected.</p> <p>(b) <i>We</i> will also provide <i>you</i> with any other equipment <i>you</i> order to purchase from <i>us</i> in your application.</p> <p>(d) Equipment supplied requires mains power which may not be suitable if <i>you</i> have a serious illness or condition, require medical alert services, have a back-to-base alarm, or require an uninterrupted telephone line.</p>
Equipment a supplier provides to you	<i>We</i> do not arrange for a <i>supplier</i> to provide any equipment to <i>you</i> for connecting to the <i>service</i> .
Other matters	<p>(a) <i>You</i> may be required to be present for the installation and setup of the <i>service</i>.</p> <p>(b) After installation, if <i>we</i> make a service call at <i>your</i> request and there is no fault with the <i>router</i>, or <i>Node1 Internet owned equipment</i> <i>we</i> have supplied to <i>you</i>, <i>we</i> may charge <i>you</i> a service fee.</p>

4.3 Node1 Internet Seacrest Fibre internet service

Connecting to the service	<p>For <i>you</i> to be connected to the <i>service</i>:</p> <p>(a) <i>You</i> must ensure that the <i>router</i> is plugged into the network wall installed at <i>your premises</i>.</p>
Equipment we supply to you	<p>(a) <i>We</i> will provide <i>you</i> with:</p> <p>(i) the necessary equipment, such as a <i>router</i> from <i>us</i> (or <i>you</i> can provide an approved <i>router</i>), and any <i>additional service features</i> <i>you</i> have selected.</p> <p>(b) <i>We</i> will also provide <i>you</i> with any other equipment <i>you</i> order to purchase from <i>us</i> in your application.</p> <p>(d) Equipment supplied requires mains power which may not be suitable if <i>you</i> have a serious illness or condition, require medical alert services, have a back-to-base alarm, or require an uninterrupted telephone line.</p>
Equipment a supplier provides to you	<i>We</i> do not arrange for a <i>supplier</i> to provide any equipment to <i>you</i> for connecting to the <i>service</i> .
Other matters	(a) <i>You</i> may be required to be present for the installation and setup of the <i>service</i> .

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	(b) After installation, if we make a service call at <i>your</i> request and there is no fault with the <i>router</i> , or <i>Node1 Internet owned equipment</i> we have supplied to <i>you</i> , we may charge <i>you</i> a service fee.
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5 ACCESS YOU MAY NEED TO PROVIDE

5.1 Access *you* may need to provide to *us* and *suppliers*

- (a) *You* must provide *us* and any *supplier* with safe access to *your premises* and assistance to the extent reasonably needed as set out in this clause.
- (b) 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:
 - (i) enter *your premises*;
 - (ii) make physical modifications to the *premises*;
 - (iii) undertake any cabling, drilling, or equipment installation and connection;
 - (iv) deliver, install, connect, inspect, modify, replace, maintain, repair, service, disconnect and remove equipment;
 - (v) access the computer or device; and
 - (vi) open up the computer or device.
- (c) 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 anybody 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*.

5.2 Damage to *premises* or computer

- (a) While *we* will take reasonable care not to cause any damage, *our* connection, inspection and maintenance of the *service* may:
 - (i) cause damage to *your* software, hardware or data; or
 - (ii) invalidate *your* computer or device warranty.
- (b) *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.
- (c) 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.
- (d) 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.
- (e) *We* may also charge *you* to relocate the network wall socket inside *your premises*.

6 CANCELLATION OF THE SERVICE

- (a) 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).
- (b) *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).

7 WHAT HAPPENS IF YOU MOVE PREMISES?

- (a) 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*.
- (b) Before *you* move *premises* *you* should contact *us* to discuss *your* options for continuing to access the *service*.

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8 WARRANTIES

- (a) 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:
- (i) you provide;
 - (ii) that is *Node1 Internet owned equipment*; or
 - (iii) a *supplier* provides or owns.
- (b) 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.
- (c) If, when you make a warranty claim, we do not find a fault, or if the fault was caused by:
- (i) any equipment which we did not provide;
 - (ii) any interference caused by an *intervening event*;
 - (iii) any interference with or modification to this equipment or a failure to use it in accordance with instructions; or
 - (iv) 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.
- (d) 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.
- (e) For the purposes of the refund provisions in clauses 8.1(c), 10.3(a) and 12.2(b) of the *consumer terms* and clauses 8.1(c), 10.3(a) and 12.2(b) of the *SMB terms* and for no other purpose, we accept responsibility for equipment provided by a *supplier* such that if that equipment fails, you may be eligible for a refund under these clauses of the *consumer terms* or *SMB terms* as applicable. However, we do not accept responsibility for equipment provided by a *supplier* in relation to any other purpose.

9 DATA USAGE LIMITATIONS

- (a) Unless we specify otherwise on the *pricing plan* that you have chosen, your *data usage* applies to both downloading and uploading.
- (b) 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:
- (i) charge you *excess usage* or download charges for any *data usage* over and above your *data allowance*; or
 - (ii) speed-limit your service, according to your *pricing plan*, until the first day of the *next calendar* month.
- (c) You should check the *standard pricing table* for full details of the terms that apply to your selected pricing plan.

10 SUPPLIERS AND THIRD PARTY SERVICES

- (a) The *service* relies on services and, in some cases, equipment provided by *suppliers* for its operation, who are not controlled by us.
- (b) Additional terms relating to *suppliers* apply to particular *access methods* as identified below:

Access method	Additional terms
Node1 Internet broadband on NBN internet service	<p>(a) To the extent permitted by law <i>NBN Co</i>, all <i>personnel</i> of <i>NBN Co</i>, and each <i>related corporation</i> of <i>NBN Co</i> and all of their <i>personnel</i> have no liability to you arising from or in connection with the <i>service</i>.</p> <p>(b) We are not responsible for the actions or omissions of <i>NBN Co</i> in connection with any <i>NBN Co</i> activity at your premises.</p> <p>(c) <i>NBN Co</i> is not the agent or representative of any <i>Node1 Internet group company</i>.</p>

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	<p>(d) We do not accept (and we exclude) any liability to you for acts or omissions of NBN Co.</p> <p>(e) 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 <i>intervening event</i> as defined in the <i>consumer terms</i> or <i>SMB terms</i> as applicable.</p>
Node1 Internet Fixed Wireless internet service	No additional terms
Node1 Internet Seacrest Fibre internet service	No additional terms

- (c) We do not exercise any control over, authorise or make any warranty regarding:
- (i) your right or ability to use, access or transmit any *content* using the *service*;
 - (ii) the accuracy or completeness of any *content* which you may use, access or transmit using the *service*;
 - (iii) the consequences of you using, accessing or transmitting any *content* using the *service*, including without limitation any virus or other harmful software; and
 - (iv) any charges which a third party may impose on you in connection with their services accessed via the *service*.

11 WHAT DO TERMS IN THIS SERVICE DESCRIPTION MEAN?

Access line means a line or link, and the ancillary facilities over which the *service* is delivered, connecting your premises to a local exchange or a *carrier* or *carriage service provider*.

access method means one of the access methods used to access the *service* as listed in clause 2.1(b).

additional service features are the additional features you may obtain with the *service* from time to time.

broadband is 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 means 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 means 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.

DSL means digital subscriber line.

DSL line splitter/filter means a device which filters out a DSL signal from your phone line so your telephone works normally.

HFC means hybrid fibre coaxial.

high-speed means a data transmission rate that is considerably faster than rates provided by standard 28.8 or 56 kbps *dial-up modems*.

interface device means 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 means local area network and is a network of connected computers that are in a limited geographic area.

modem means 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*.

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NBN means the National Broadband Network provided by or on behalf of *NBN Co*.

NBN Co means NBN Co Limited, ABN 86 136 533 741.

network point of presence means the point (or tap) on the network from which a connection to *your premises* is made.

non-standard connection means a connection in circumstance that include, for example, the following:

- (a) the length of the external cabling between the relevant *network point of presence* and the service delivery point is greater than 50 metres;
- (b) 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;
- (c) *you* request that the cable between the *network point of presence* and the service delivery point be placed underground;
- (d) there is no under floor or roof access to *your premises*;
- (e) 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
- (f) 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*.

NBN Connection Box – (Also known as a NTD) means 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*.

primary email address means the email address provided with *your service*.

required equipment means equipment *you* need to have installed in order to satisfy the *minimum system requirements*.

service options means the options available with a particular *access method*.

warranty period means the period, starting from the date of delivery to *you*.