

IntraPower Terrestrial Pty Ltd

Product Group Conditions

High Speed Transmission

1. Application

- a. These terms apply to all High Speed Transmission services we provide, such as Ethernet, and form part of our customer contract with you. They must be read in conjunction with our Basic Conditions at www.intrapower.com.au/terms

2. High Speed Transmission Service

We may provide the following High Speed Transmission Services:

- a. Ethernet – a point to point or point to multipoint connection based on one of the IEEE 802.3 standards
- b. ATM – a point to point or point to multipoint data service composed of one or more virtual paths containing one or more virtual circuits, in which we may provide the data service and/or the virtual paths and/or the virtual circuits
- c. Frame Relay – a point to point or point to multipoint data service composed of one or more virtual circuits, in which we may provide the data service and/or the virtual circuits
- d. Wholesale Transmission – dedicated point to point data communications services using industry standard speeds, such as E1, E3, DS3 or STM1.

3. Service location and conditions

- a. The availability and continuation of High Speed Transmission Services are subject to technical and other conditions.
- b. The “Service Location” is the place to which a High Speed Transmission Service is supplied, or is to be supplied.
- c. “Service conditions” means any and all of:
 - I. technical conditions for supply of a High Speed Transmission Service including whether or not that your Service Location is one to which High Speed Transmission Services can be provided;
 - II. Wholesaler conditions for supply of a High Speed Transmission Service including that the Wholesaler may require that only certain hardware can be used with the High Speed Transmission Service; and
 - III. where we consider that the consent of any third party such as a property landlord is required – obtaining that consent.
- d. Your service conditions include:
 - I. notifying us if any additional services are required before the service can be enabled;
 - II. providing a suitable place and conditions for the service if applicable;
 - III. certain products and services are incompatible with High Speed Transmission Services. Your service conditions also include overcoming any incompatibility issues;
 - IV. receiving a favourable feasibility report in clause 5;
 - V. the use of equipment which is approved by both the ACMA (Australian Communications and Media Authority) and us;
 - VI. a requirement that you must comply with all service conditions at your own cost, and we are not responsible for any consequences of you failing to do so.

4. Supply of service

- a. We will provide you with a High Speed Transmission Service if you and the Service Location satisfy all service conditions and our application and other requirements.
- b. We may give you an indicative date for service commencement, but we are not bound by it.
- c. If you transfer from another service to our High Speed Transmission Service, there may be a period of service interruption.
- d. If you fail to provide us, our Wholesaler or our agent with access to the Service Location to carry out all necessary works to provision a service, then you are deemed to have withdrawn your application for that service.

5. Feasibility

- a. Before any High Speed Transmission Service can be provided, we must carry out a feasibility study.
- b. A feasibility study under this clause is a service condition.
- c. Once you request a High Speed Transmission Service, we (or our Wholesaler, or both of us) will carry out a feasibility study to determine whether we can provide a High Speed Transmission Service to the Service Location.
- d. Upon completion of the feasibility study in clause 5 (c), we will report to you on whether it is feasible to provide the High Speed Transmission Service ('feasibility report').
- e. The feasibility report will tell you whether the High Speed Transmission Services can be provided to a Service Location and if a High Speed Transmission Service can be provided, whether there will be an additional build cost to facilitate provision of the High Speed Transmission Service.
- f. If we incur costs in carrying out the feasibility study or providing the feasibility report and the carrying out of work to provision the High Speed Transmission Service (including any building work) you must pay for these costs, whether or not we do the work or our Wholesaler does.

6. IP Addresses and equipment

- a. Where we allocate IP addresses to a High Speed Transmission Service, we do so on the basis (subject to clause 34 of our Basic Conditions) that ownership in them always remains with us and they may be subject to change.
- b. Where we (or our Wholesaler) provides you with equipment and you have not purchased that equipment, you must adhere to the conditions of clause 37 of our Basic Conditions as though you had purchased that equipment.

7. Pricing

- a. The price for our services is subject to your individual circumstances and requirements and where applicable our Price List.
- b. Unless stated otherwise in your Customer Contract, data usage is calculated and charged on the sum of uploads and downloads.

8. Service levels

- a. To the extent permitted by law, we do not guarantee the performance of any High Speed Transmission Service to a particular service level, unless we provide you with a service level agreement, in which case we provide the High Speed Transmission Service subject to it.
- b. You acknowledge that there are a number of factors which may affect the performance of the High Speed Transmission Service, some of which are outside of our control and that service may not be continuous and may display variations in response times and capacity of service.
- c. We may cease or interrupt the service to troubleshoot, maintain or upgrade it; and limit the performance of the service from time to time.

9. Your network

Unless we agree otherwise in writing, we will not configure your network or workstations.

10. Security

- a. You must protect your computer or network from security threats, viruses, trojans, worms and other malware.
- b. You must ensure the service is not used for any unauthorised or unlawful access or use of another customer's service.

11. Wholesale conditions

- a. High Speed Transmission Services rely on infrastructure and services provided by Wholesalers.
- b. Wholesalers insist that end users (such as you) of High Speed Transmission Services that are provided by means of that Wholesaler's infrastructure are bound by terms and conditions (as part of your customer contract) specified by the Wholesaler – "Wholesaler Conditions".

- c. If we notify you that someone is the relevant Wholesaler for your High Speed Transmission Service, then your customer contract includes as Wholesaler Conditions the terms and conditions in the schedule to this Part that corresponds to that person.
- d. In the case of inconsistency between Wholesaler Conditions and anything else in your customer contract, Wholesaler Conditions yield.

12. Termination

- a. In addition to any other termination obligations you have under your customer contract, you must provide us with any information we require about services you wish to terminate and complete our termination form, as amended from time to time;
- b. Where you have a mix of services (including services other than High Speed Transmission Services) that you would like to terminate, in accordance with your customer contract, then the obligations of clause 12 (a) may also apply to your termination of those services.