

FIBRE ACCESS SERVICE SCHEDULE

1. About this document

This Service Schedule does not form an independent part of your Contract. This Service Schedule supplements the Fixed Voice Service Schedule and the Broadband Service Schedule to your Contract in circumstances where a fibre network is utilised to deliver Fixed Voice Services and/or Broadband to you.

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:
Access Network	the fibre to the Premises access network which consists of the optical network connection from the relevant exchange to the Optical Network Terminal located at the Premises
Affected Provider	a Carrier or Carriage Service Provider of fixed telephone and broadband services at the Premises
Broadband Service	as in clause 4(a) of this Service Schedule
Broadband Service Schedule	as in clause 4(b) of this Service Schedule
DSL Service Schedule	the Service Schedule by that name that forms part of your Contract where we supply you with a fixed broadband Service
Fibre Access	the Service provided to you in connection with this Service Schedule which enables us to utilise a fibre network to deliver Fixed Voice Services and/or Broadband Services to the Premises
Incompatible Products	services which are not able to be supplied, if at all, or to an acceptable quality, to a Premises to which Fibre Access is supplied. A list of those products is available online and will be updated from time to time
Optical Network Terminal	an electronic device located at your Premises which converts traffic to/from optical signals used in the Access Network termination device

Fixed Voice Services	as in the Fixed Voice Service Schedule
Premises	the physical place at which Fibre Access will be enabled and supplied
Service Qualification	the analysis conducted by our relevant Partner to determine whether the Fibre Access can be supplied, or continue to be supplied, to the Premises
Telstra	Telstra Corporation Limited
<i>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.</i>	

3. This Service: Overview

We may supply you with Fixed Voice Services and/or Broadband Services which utilise a fibre network to supply those Services to you. Where we do so, the terms and conditions in this Fibre Access Service Schedule apply to you in addition to the other terms and conditions of your Contract.

4. Broadband Services and the Broadband Service Schedule

You agree that for so long as a broadband service is supplied to you over a Fibre Access, the DSL Service Schedule applies to you, subject to the following amendments:

- (a) all references to 'DSL Services' in that Service Schedule are to be interpreted as references to 'Broadband Services'; and
- (b) the DSL Service Schedule will be treated as renamed to the 'Broadband Service Schedule'.

5. Term

The Fibre Access Service is not an independent Service provided to you. As a result, where delivery of Services over a fibre network is selected, we will deliver your Fixed Voice Service and/or your Broadband Service to you over fibre for the term of your Fixed

Voice Service and/or your Broadband Service (as the case may be). Refer to your Fixed Voice Service Schedule and/or your Broadband Service Schedule for the terms and conditions relating to the term of the Services provided pursuant to those Service Schedules.

6. Dependency of other Services

- (a) You acknowledge and agree that the provision of Fibre Access to your Premises will result in all fixed telephone and broadband services at the Premises being provided over the same fibre communications line, whether or not those fixed telephone or broadband services are supplied to you by us.
- (b) If Fibre Access is supplied to your Premises, you agree that:
 - (i) we or our Partners may disclose to Affected Providers and to other end users at the Premises that Fibre Access is utilised and available at the Premises; and
 - (ii) our Partner may contact you for the purpose of connecting, migrating, maintaining or repairing the Fibre Access to your Premises or Optical Network Terminal.

7. Service Requirements and Limitations

- (a) You agree that the purpose for which the Fibre Access is fit is 'internet grade' only. Accordingly, you acknowledge that:
 - (i) successful data transport over Fibre Access is not guaranteed;
 - (ii) the availability or performance of any services supplied over the Fibre Access may vary; and
 - (iii) the Fibre Access may not be provided, depending on capacity, interference, technical capability or other technical matters affecting our or our Partner's Network at the relevant time.
- (b) The ability to provide Fibre Access to your Premises is dependent on a continuous power supply to your Premises and you agree that you are responsible for, and will, arranging for a reliable power supply to your Premises. You understand that if the power supply to your Premises is interrupted, any fixed line telephone or broadband service that operates over fibre will be disrupted and will not be able to be used for the duration of the power interruption.

8. Speed Limitation

Where we refer to a transmission rate in connection with any Broadband Service operating over fibre, that reference is not a guarantee that the transmission rate will be achieved. In particular, the actual data transmission rate that may be achieved by you is likely to be less than any transmission rate because of network configuration, dimensioning, overhead, interference at the Premises, Equipment limitations, method of transmission, exchange type, hardware and software configuration and the like. For the

avoidance of doubt, we will comply with our obligations under the Australian Consumer Law when making representations in respect of transmission rates.

9. Termination of Fibre Access

- (a) Without limiting any other right in your Contract to terminate or suspend your Services, we may terminate or suspend your Fibre Access:
- (i) upon two (2) months written notice if a Network upgrade will result in us no longer being able to supply the Fibre Access to your Premises; or
 - (ii) immediately, if the Standard Telephone Service that is supplied to you in connection with the Fibre Access is cancelled for any reason; or
 - (iii) at any time on written notice if our relevant Partner determines that the fibre communications line over which the Fibre Access is supplied would not pass our Partner's Service Qualification; or
 - (iv) at any time on written notice if there is a fault on an underlying Standard Telephone Service which our relevant Partner determines cannot be repaired economically; or
 - (v) our relevant Partner suspends or terminates any arrangement, contract or agreement pursuant to which we supply the Fibre Access to you.

TCP Customers: If any event referred to in clause 9(a)(i) to (v) occurs, we may suspend the Fibre Access for operational reasons. Suspension will not continue indefinitely and if suspension continues for more than fourteen (14) days or it is clear that suspension is likely to continue for more than fourteen (14) days, we may terminate your Contract.

- (b) **Important:** The suspension or termination of the Fibre Access will result in the suspension or termination of any fixed line service or fixed internet service that is supplied over the fibre network (whether or not those fixed line services or fixed internet services are supplied to you by us).

10. Warranties

Without limiting any other warranty provided in your Contract, you warrant to us that:

- (a) you are the owner of the Premises and consent, or if you are not the owner of the Premises you warrant to us that you have procured the consent of the owner of the Premises, to enable fibre to the Premises and to allow us and our Partners to maintain and repair all accesses connected with the supply of the Fibre Access to the Premises;
- (b) in respect of each fixed telephone and broadband service at the Premises, you consent, or if you are not the account holder of each fixed telephone and broadband service, you warrant to us that you have obtained the consent of the account holder of each fixed telephone and broadband service, for:
 - (i) Fibre Access to be supplied to the Premises;

- (ii) the disconnection of any existing broadband services (where they will not be, or are unable to be, supplied over fibre) or the migration of existing broadband services to fibre;
 - (iii) each fixed telephone and broadband service at the Premises to be supplied over, and migrated to be supplied over (if required), a fibre communications line; and
 - (iv) the Fibre Access to be maintained and repaired;
- (c) in respect of each fixed telephone and broadband service at the Premises, you consent and agree, or if you are not the account holder of each fixed telephone and broadband service, you warrant that you have obtained the consent and agreement of each such account holder in respect of the following matters:
- (i) **Important:** for an outage to occur in respect of existing fixed telephone and broadband services at the Premises while the Fibre Access is being provisioned and that you and each account holder will not be able to receive or make any telephone calls (including to the 000 emergency service) over any of its fixed telephone services for the duration of the outage;
 - (ii) **Important:** that if there is no back up battery or power supply unit at the Premises, or the back up battery or power supply unit is not installed, is faulty or is flat, any end user at the Premises will not be able to receive or make any telephone calls (including calls to 000 emergency services) for the duration of the power interruption;
 - (iii) **Important:** it is your obligation to check that the power supply to the Premises is operational and you must report all faults to us;
 - (iv) the copper or aluminium communications wire to the Premises will be taken as removed from the date that Fibre Access is provisioned and that neither us or our Partners will be required to reinstall the copper or aluminium communications wire to the Premises;
 - (v) a new fixed voice and broadband service that is supplied over fibre (whether or not we supply those services) may be unavailable if there is a failure in the power supply to the Premises;
 - (vi) the supply of the Fibre Access Service may mean that Incompatible Products will not be able to be supplied to the Premises if at all or to an acceptable quality;
 - (vii) the installation and operation of a monitoring service may cause disruption to the Fibre Access (and as a result, all services provided over the Fibre Access);
 - (viii) the effects listed in this clause 10(c) will apply equally to any end user of fixed telephone and broadband services that are provisioned or supplied over the same copper/aluminium or fibre communications line (as the case may be); and
 - (ix) you will provide reasonable notice to all end users of fixed telephone and broadband services at the Premises of the interruption that may be caused to

those services by the provisioning of a Fibre Access to the Premises.

11. Indemnity for Breach of Warranty

- (a) Without limiting any other indemnity granted by you in our favour in the Contract, you agree that you must indemnify us and Telstra against any claim made against us or Telstra, or loss incurred by us (including legal costs on a full indemnity basis) and Telstra if any of the warranties that you provide to us in clause 10 are breached, untrue, incorrect, false and/or misleading.
- (b) To the extent that the indemnity in clause (a) is granted in favour in Telstra, we hold the benefit of that indemnity as trustee for Telstra.

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