

IntraPower Terrestrial Pty Ltd

Product Group Conditions

ADSL, SHDSL and BDSL

**1. Application**

- a. These Product Conditions apply to all Digital Subscriber Line services (“DSL”) we provide, namely ADSL, SHDSL and BDSL, 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](http://www.intrapower.com.au/terms)

**2. Service location and service conditions**

- a. The availability and continuation of DSL services are subject to technical and other conditions.
- b. The “Service Location” is the place to which a DSL service is supplied, or is to be supplied.
- c. “Service Conditions” means either or both of:
  - I. technical conditions for supply of a DSL service such as that your Service Location is close enough to a telephone exchange which is equipped with the appropriate enabling DSL technology, and does not have ‘pair gain’ operating or other technological impediment in effect;
  - II. where we consider that the consent of any third party such as a property landlord is required in certain cases -- obtaining that consent.
- d. Your Service Conditions include:
  - I. supplying a telephone line on the PSTN connected and operating to the Service Location;
  - II. providing a suitable place and conditions for the service if applicable;
  - III. ensuring that your PSTN telephone line terminates in a standard wall socket, which we may specify;
  - IV. notifying us if any additional services are required before the service can be enabled.
- e. Certain products and services such as alarm and monitoring systems are incompatible with DSL services. Your Service Conditions include the overcoming of any incompatibility issues.
- f. The use of other products on the same telephone line as a DSL service may degrade the quality of your telephone service. Your Service Conditions include the fitting any necessary filters or other equipment to the telephone line.
- g. Your Service Conditions include supplying a router for the Service to connect with. We may supply you with a router if you request us to for the charge specified in our Price List. We publish a list of compatible routers that operate with the service called “IPD 00 201 DSL CPE Qualification Check-List” which is available at <http://www.intrapower.com.au/dsl/> . Other products and services are incompatible with the Service. Your Service Conditions include overcoming any incompatibility issues
- h. 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.

**3. Supply of DSL service**

- a. We will provide you with DSL 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 provider’s DSL service to our service, there may be a period of service interruption.
- d. We are not obligated to provide a DSL service to you where our Wholesale supplier advises us that a service is not available at a particular location, even though we may have advised you that it was.
- e. Where we are unable to supply a DSL service because the service is not available for provisioning at a particular location, either of us may terminate the customer contract for that service, immediately upon written notice to the other.

**4. Relocating a DSL service**

- a. This clause applies if you ask us in writing to relocate a DSL service to a new Service Location.
- b. You and the new Service Location must satisfy all service conditions.
- c. We may relocate the service and charge you any relocation charges that are specified in our price list, without further confirmation from you.
- d. Alternatively, we may notify you of different or additional relocation charges and request your confirmation that you wish to proceed. If you confirm, we may relocate the service and charge you as notified.

- e. We may notify you of different or additional relocation charges by email. You are bound by any confirmation we receive from the same email address.
- f. Our charges may include charges payable to a Wholesaler for the service relocation.

**5. Your network**

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

**6. Security**

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

**7. Service limitations**

- a. You acknowledge that service may not be continuous and there will be variations in response times and capacity of service;
- b. You acknowledge that nominal upload and download speeds are theoretical maxima only, and may not be achievable in practice. Limitations due to constraints in your particular circumstances at your Service Location are not a defect in service.
- c. We may:
  - I. limit the performance of the service from time to time;
  - II. cease or interrupt the service to troubleshoot, maintain or upgrade it;
  - III. impose a speed limit on the service when you reach a download limit, maximum usage allowance, or at different times of the day;
  - IV. alter the IP address of your service, unless your customer contract says otherwise.
- d. Where we impose a speed limit, the speed for both uploads and downloads will be limited to the upload speed (unless specified otherwise in the applicable service terms) of your service.
- e. The DSL service may only be used at the Service Location you specify in the application for the service, unless we have relocated it under clause 4.
- f. You must not use the service as a back channel for satellite or resell the whole or any part of the service to any person.

**8. Customer Promises and Warranties**

- a. You must ensure that all information retrieved, stored and transmitted through the service is lawful, complies with our Acceptable Use Policy and is not detrimental to our network.
- b. You warrant that only people under your control will use the service.

**9. Acknowledgments**

- a. You acknowledge that the actual transmission rate on DSL services which can be achieved is likely to be less than the maximum transmission capability quoted; and
- b. You acknowledge that factors that may effect the actual transmission rate include network configuration, dimensioning, line quality, customer premises interference, distance from exchange, method of data transmission, exchange type, hardware and software configuration.

**10. Restrictions**

- a. If you use a DSL service and (a) the data downloaded and uploaded, in total, exceeds 30GB in a month; and (b) the data downloaded is less than 50% of the total in that month – then our Wholesaler may suspend, limit or cancel this service.
- b. DSL services (whether ADSL1 or ADSL2+) with a download speed of up to 20Mbps and upstream speed of up to 1Mbps may be speed shaped by our Wholesaler – our Wholesaler may, where the DSLAM to which such service has a bottleneck bandwidth uplink, speed shape such a service to a lower speed – this does not constitute a defect in service.
- c. Where our Wholesaler exercises its rights in clause 10.1 and 10.2, then we may also suspend, limit or cancel the service – but where we do we will provide you with written notice where reasonably possible.