



Standard Form of Agreement

Service Description (NBN Fibre)

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1 The Agreement

1.1 The Parties

1.1.1 ZettaNet Pty Ltd ABN 48 066 394 509 (hereinafter referred to as "ZettaNet", "us", "our") and the Customer (being an entity subscribing to ZettaNet for the provision of Internet services) agree that by accessing our services, you (hereinafter referred to as "The Customer", "you" and "your") accept, without limitation or qualification, the terms and conditions contained within the Standard Form of Agreement.

1.2 What is a Service Description?

1.2.1 The ZettaNet Service Description defines the services offered and specific terms and conditions for each of these Services. This document forms part of our Standard Form of Agreement (SOFA). The SOFA comprises:

- a) General Terms and Conditions
- b) Service Descriptions
- c) Pricing Schedule

2 Service Description

2.1 What is NBN Fibre

NBN Fibre broadband service that utilises fibre lines to send and receive data at speeds that far exceed traditional copper based broadband services.

2.2 Telecommunications Installation

2.2.1 The installation of the Product may require telecoms infrastructure to your premises.

2.2.2 The connection fee associated with the service includes the installation of the Product up to the Network Termination Device (NTD). Any additional cost associated with install after the NTD must be paid by the customer. This includes internal house phone wiring.

2.2.3 Where you have chosen a free setup for the Product, you will have waived specific CSG Rights. Please see the General Terms for the specific rights you will waive.

2.3 CPE Installation and Equipment Supply

- 2.3.1 We may provide CPE (Customer Premises Equipment) in the form of a modem or router. ZettaNet may pre-configure a supplied device with your connection information.
- 2.3.2 We will not be liable for issues as a result of us supplying this equipment to you. ZettaNet will provide reasonable phone support to enable you to install and connect to ZettaNet using this device.
- 2.3.3 Where you have supplied your own CPE, ZettaNet is not obliged to supply support for the configuration of this equipment. ZettaNet will provide the generic network settings to you in order for you to configure the appropriate CPE.
- 2.3.4 You may choose to have a ZettaNet technician provide onsite support to install and configure your CPE. This will be charged at an hourly rate in addition to your setup and monthly fees.

2.4 Connection Speeds

- 2.4.1 The Product will connect at the speed specified in your plan. We cannot guarantee that you will receive a certain speed to a specific internet resource, like a website, email, video, game server etc. Speeds is typically affected by:
 - d) The capacity and current load of the server or website you are accessing.
 - e) The congestion on the network backhaul.

2.5 Monthly Use

- 2.5.1 Your monthly use is measured in Megabytes.
- 2.5.2 The Product is provided with a monthly data quota:
 - a) Anytime Data: This is the total download internet download quota provided each month.
 - b) Uploads are not counted on Business Plans.
- 2.5.3 When you have reached your monthly quota your Product service speed will be slowed (shaped).
- 2.5.4 Bundled services includes your monthly phone line rental.

2.6 Shaping

- 2.6.1 Shaping is the process of restricting the flow of (slowing) traffic to the Product. ZettaNet implements shaping after your quotas have been reached. Shaping allows you to continue to use the Product without incurring excess charges.
- 2.6.2 Shaping is removed and your data allowance reset on the 1st of the month.

2.7 Payment

- 2.7.1 Payment for the Product is required in advance. You may choose to pay for the service in monthly, quarterly or yearly.
- 2.7.2 Telephone calls are charged monthly in arrears.
- 2.7.3 Where you have chosen a plan with excess charges, this will be charged monthly in arrears.

2.8 Target Service Level

There are no SLAs or performance guarantees for the trial period but ZettaNet, depending on the support provided by NBN Co, will use reasonable endeavours to address all support requests.

2.9 Call Response Target

1 Business Day

2.10 Restoration Target

None

2.11 Service Level Rebates

- 2.11.1 No service level rebates are available NBN Fibre plans.

2.12 Contract Term

- 2.12.1 We provide NBN services on minimum contract terms. These terms are specific to the type of service we deliver to you.
- 2.12.2 NBN Bundled services have minimum contract terms of 12 or 24 months.
- 2.12.3 If you decide to cancel or move your service within the contract term you will be liable for an Early Termination Fee. The formula for determining this fee is detailed in the General Terms and Conditions and the Pricing Schedule.