

Tangerine Telecom Customer Terms

Part E – ADSL Internet Service Schedule

1 Partner Requirements – ADSL Services

Where we supply you with an ADSL Internet Service:

- (a) Unless we agreed to provide it as a Naked DSL Service:
 - (i) The Service can only be provided over a copper wire pair that also services a Standard Telephone Service.
 - (ii) You warrant to us that you are the same end user to whom that Standard Telephone Service is supplied.
 - (iii) You acknowledge that the ADSL Internet Service will only be supplied for so long as you continue to acquire that Standard Telephone Service.
 - (iv) You acknowledge that the ADSL Internet Service may be terminated where you cease to acquire, or suspend or terminate, that Standard Telephone Service.
 - (v) You acknowledge that if an ADSL Internet Service has been terminated under clause 1(iv):
 - (A) our Wholesale Supplier may charge an early termination fee in respect of the ADSL Internet Service;
 - (B) we may recoup that early termination fee from you;
 - (C) if you want the ADSL Internet Service reconnected, our Wholesale Supplier may charge us a connection fee; and
 - (D) we may recoup that connection fee from you.
- (b) You acknowledge that, in some instances such as where you are acquiring a monitoring service (meaning a service for the monitoring of your Service Address such as remote alarm services), additional equipment at your Service Address such as central splitters and network termination devices must be installed by you at your own cost before the ADSL Service can be provided. This additional equipment must be installed prior to ADSL Service activation.
- (c) You acknowledge that the installation and operation of the ADSL Service may cause temporary disruption in the standard telephone services received by you or a monitoring service.
- (d) You acknowledge that the installation and operation of a monitoring service may cause temporary disruption to the ADSL Service.
- (e) You acknowledge that the installation and operation of the ADSL Service may mean that some incompatible products that might have been available from Telstra Corporation to you will not be supplied to the you using that copper wire pair – a complete list of incompatible products is available upon request).
- (f) You acknowledge and must ensure that any provider of a monitoring service used by you has been notified that:
 - (i) installation and operation of an ADSL Service may cause temporary disruption in the standard telephone services or a monitoring service received by you; and
 - (ii) installation of equipment at your Service Address such as central splitters and network termination devices may be required under clause 1(b).
- (g) As far as the law allows, you release our Wholesale Supplier and its third party supplier(s) from all liability to you, and you indemnify them against all costs, expenses, liability, loss or damage incurred or suffered by them in conjunction with any claims, actions or proceedings against them (including third party claims or claims by you or

Telstra Corporation) arising out of the following (to the extent that the liability is caused by the provision or cancellation of the ADSL Service):

- (i) disruption of your telephone service or monitoring service;
- (ii) cancellation of the ADSL Service;
- (iii) suspension of the provision of the ADSL Service or to a particular internet address(es);
- (iv) cancellation of, or refusals to provide, any incompatible products; and
- (v) possible breaches of the Telecommunications (Customer Service Guarantee) Standard in respect of you.

