

Our Customer Relationship Agreement EQUIPMENT RENTAL SERVICE DESCRIPTION

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Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of our CRA or in the body of this Service Description.

1. ABOUT THE EQUIPMENT RENTAL SERVICE DESCRIPTION

- 1.1 The terms and conditions contained in this Service Description are additional to, and should be read in conjunction with, our CRA.
- 1.2 Use of the Equipment Rental Service (**Service**) is subject to this Service Description and the General Terms of our CRA, including the other documents listed in clause 1.2 of the General Terms.

2. DEFINITIONS

- 2.1 **Charges** means charges for Rental Equipment including setup, application and monthly rental fees and (if applicable) non-return or refurbishment charges as specified in the Pricing Schedule from time to time.
- 2.2 **Minimum Term** means the length of time that you commit to receiving and paying for the Service in your Application. The standard Minimum Term is 24 months.
- 2.3 **Pricing Schedule** means the document of that name which appears on our Website. For Internode only, "Pricing Schedule" means the pricing information specified on the Website in relation to the Service.

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2.4 **Rental Equipment** means the equipment owned by us and rented by you and all associated cabling and accessories rented to subscribers by us.

2.5 **Service** means the provision of Rental Equipment specified in your Application for your personal use on a rental basis.

3. THE RENTAL EQUIPMENT SERVICE

3.1 The Service is only available for a limited selection of equipment offered by us on a rental basis (as specified on the Website), when purchased as part of a bundle with eligible broadband service.

3.2 The Rental Equipment is not usable without an eligible active broadband service.

4. ELIGIBILITY

4.1 Applications for the Service may be made on our Website, by contacting us.

4.2 To receive the Service, you must:

- (a) be at least 18 years of age; and
- (b) maintain an active eligible broadband service.

4.3 We may decline Applications for Rental Equipment in our absolute discretion. Matters affecting the exercise of such discretion may include (but are not limited to) that you are not eligible for the Service, or you have requested the Service be provided to an unusual or unsafe location.

4.4 If you rent more than one item, each item will be subject to a separate contract governed by this Service Description, our CRA and the terms of your Application.

4.5 No rental equipment is available on our dial-up or Wimax services.

5. CHARGES

5.1 You are responsible for the payment of all charges for the Rental Equipment.

5.2 Fees and charges for any other of our services (including broadband internet charges and Fetch/IPTV TV subscription charges) are payable in addition to the Rental Equipment charges.

5.3 Your regular Rental Equipment monthly charge will not be varied during the Minimum Term.

5.4 You are responsible for the safekeeping of the Rental Equipment. You will be charged a non-return fee if the Rental Equipment is:

- (a) damaged beyond economic repair;
- (b) lost or stolen; or
- (c) otherwise not returned to us within 21 days of the end of your Equipment Rental contract for any reason.

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- 5.5 You will be charged a refurbishment fee by us if:
- (a) at any time the equipment requires repair as a result of misuse or abuse; or
 - (b) ownership labels or anti-tamper notices affixed to equipment are removed or defaced.
- 5.6 If any accessories, cables and instruction documents are not returned to us upon cessation of the rental period you will be charged the full replacement cost plus an administration fee of \$25.

6. EQUIPMENT

- 6.1 The Rental Equipment must be installed in a safe, secure, and clean location with suitable ventilation at the address specified in your Application.
- 6.2 The Rental Equipment is owned by us and will operate in connection with an eligible broadband service. This means that you have no property or ownership rights in the Rental Equipment and, when the Service ends, you are required to return the Rental Equipment in good condition (including all accessories and cables) within 21 days in accordance with the instructions provided to you at that time. **YOU WILL BE REQUIRED TO PAY NON-RETURN OR REFURBISHMENT FEES IF YOU FAIL TO RETURN RENTAL EQUIPMENT IN GOOD AND USABLE CONDITION. SEE OUR PRICING SCHEDULE FOR FEE DETAILS FOR YOUR RENTAL EQUIPMENT MODEL, INDIVIDUAL ACCESSORIES AND CABLES.**
- 6.3 You agree that you (and anyone you allow or authorise to use the Rental Equipment) will:
- (a) set up and operate the Rental Equipment within 10 days of receiving it. You must notify us within a further 5 days if the Rental Equipment is not working;
 - (b) use the Rental Equipment properly and in accordance with the instructions provided from time to time;
 - (c) keep the Rental Equipment in good and useable condition at all times at the address specified on your Application until it is returned;
 - (d) not sell or part with the possession of the Rental Equipment;
 - (e) not tamper with, or make any connections to, the Rental Equipment in any way or do anything which is inconsistent with the user instruction manual; and
 - (f) notify us as soon as possible if the Rental Equipment is damaged, destroyed, stolen or interfered with in any way.
- 6.4 Instructions on how to self-install the Rental Equipment are set out in the Quick Start Guide which you will receive at the same time as the Rental Equipment. If you encounter any problems installing the Rental Equipment, please refer to the Quick Start Guide or, if possible, to the troubleshooting guide onscreen. If you are still experiencing difficulties, you can contact us.

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6.5 Rental Equipment provided by us may not be brand new. You may receive Rental Equipment that has been refurbished

7. FAULTY EQUIPMENT

7.1 We will replace faulty Rental Equipment without charge, unless the fault has been caused by your non-compliance with this Service Description or our CRA.

7.2 You agree:

- (a) to report to us any faults with the Rental Equipment that you are renting from us as soon as practicable after you become aware of such faults; and
- (b) that you may be asked to co-operate with us in the resolution of the fault, for example by providing information on the status lights of your Rental Equipment, or facilitating access to your property by a technician.

8. EQUIPMENT FEATURES AND CHARACTERISTICS

8.1 You accept that:

- (a) advertised features of the Rental Equipment are subject to change due to manufacturer software updates from time to time. This includes adding, changing or withdrawing any feature or functionality associated with the Rental Equipment; and
- (b) the performance of the Rental Equipment depends on factors that we cannot always control. Such matters include, but are not limited to:
 - (A) your correct operation of the Equipment; and
 - (B) the correct configuration of your broadband service and other relevant equipment (such as your computer).
- (c) Your ability to utilise all features of the Rental Equipment will depend on a variety of factors including the type of your broadband connection and other associated services.

9. CONTRACT DURATION & SERVICE CANCELLATIONS

9.1 When you submit an Application for the Service, you are committing to the Minimum Term specified in the Pricing Schedule or in your Application. Early termination fees may apply if you terminate the Service during the Minimum Term. Details of early termination fees are available in the Pricing Schedule.

9.2 Unless you contact us to cancel the Service when your Minimum Term ends, we will continue to provide the Service on a monthly basis and you agree to continue paying the applicable charges. At the end of your Minimum Term we may by prior notice to you vary the charges. If you do not agree to such changes you will not be obliged to continue receiving the Service.

9.3 When you cease receiving the Service for any reason:

- (a) all Rental Equipment (including all accessories such as cables) must be returned in accordance with clause 6.2 (non-return fees apply in relation to

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any rental Equipment not returned in good and usable condition –see details on our Website); and

- (b) you will be responsible for all applicable charges incurred up to the date of cancellation (including, for example, outstanding monthly charges and any applicable early termination fees).

9.4 If your broadband service is cancelled for any reason:

- (a) your Equipment Rental Service will automatically be cancelled; and
- (b) early termination fees may apply in respect of your broadband service, Fetch TV/IPTV Service AND the Rental Equipment.

We recommend that you discuss your options with our sales staff before cancelling a service during your Minimum Term.

10. CONTRACT DURATION & SERVICE CANCELLATIONS

10.1 If you plan on moving home:

- (a) you need to let us know as early as possible;
- (b) we cannot guarantee that broadband Service will be available at your new address;
- (c) our normal relocation terms and conditions apply to your ADSL Service as described in the Pricing Schedule and in the relevant Service Schedule;
- (d) if you do not request a relocation of your broadband service to your new premises:
 - (A) your Equipment Rental Service will automatically be cancelled when your broadband service is disconnected;
 - (B) you will be responsible for all applicable charges incurred up to the date of cancellation (including for example, outstanding monthly charges and any applicable early termination fees); and
 - (C) all Rental Equipment (including cables) must be returned in accordance with clause 6.2 (non-return fees apply in relation to any Rental Equipment not returned).

11. SOFTWARE

The use of any software provided for the Rental Equipment will be subject to the terms of any relevant end user licences or other agreements which are reasonably required by the owners of such software and brought to your attention.