



## Category Terms

### Part 2A: ADSL Access Service

#### 1. Application

- 1.1 These terms apply to the ADSL Access Service (**Service**) we provide and form part of our customer contract with you. They must be read in conjunction with our core terms at [www.nextgennetworks.com.au](http://www.nextgennetworks.com.au) (**Core Terms**).
- 1.2 You must comply with your obligations under the Customer Guide and Acceptable Use Policy (AUP) available at [www.nextgennetworks.com.au](http://www.nextgennetworks.com.au).

#### 2. Service

- 2.1. The Service delivers high-speed data and voice services over a Basic Telephone Service that is provided by a public switched telephone network.
- 2.2. The Service is a best efforts “internet grade” product. We do not guarantee the availability or performance of the Service nor successful data transport using the Service.

#### 3. Service availability

- 3.1. You acknowledge that we are under no obligation to provide, or continue to provide, a Service, or to undertake any network modifications or rearrangements, if:
  - 3.1.1. a Pair does not pass Full Service Qualification;
  - 3.1.2. a Basic Telephone Service is not supplied at the end user premises;
  - 3.1.3. there is a fault on the underlying Basic Telephone Service;
  - 3.1.4. the account holder for the Basic Telephone Service does not consent to the provision of a Service at the end user premises;
  - 3.1.5. the end user has acquired or is acquiring incompatible products over the Pair; or
  - 3.1.6. upon 90 days prior written notice to you, we cease to obtain supply of the Service from our Wholesaler due to network upgrade or changes in regulation which results in the Service no longer being supplied to us by our Wholesaler.



Nextgen Networks standard form of agreement  
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3.2. You acknowledge that:

- 3.2.1. Full Service Qualification is a study carried out on the basis of information available to Nextgen and our Wholesaler, and the result of the study does not conclusively demonstrate that a Pair is suitable for the provision of a Service; and
- 3.2.2. the results of a Full Service Qualification for a given Pair may change from day to day (for example, if and when the end user has an incompatible product applied to the Pair), and, as a result, a Pair that initially passes a Full Service Qualification may subsequently fail a Full Service Qualification.

**4. Use of Service**

You and an end user must only use the Service for lawful purposes. You and an end user must not use the Service in order to transmit, distribute or store material:

- 4.1. in violation of any applicable law;
- 4.2. in a manner that will infringe the copyright, trade mark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others;
- 4.3. that is obscene, threatening, abusive or hateful; or
- 4.4. that contains a virus, worm, Trojan, or other harmful software or component.

**5. Excessive use**

- 5.1. Each Service is deemed to be excessively used if:
  - 5.1.1. the total amount of data downloaded and uploaded exceeds 30GB in a month; and
  - 5.1.2. the amount of data uploaded in that month is greater than the amount of data downloaded in that month.
- 5.2. If we consider there to be excessive or unusual usage of a Service, we may, at our discretion, suspend, limit or cancel that Service. However we are not obliged to monitor use of the Service, or to suspend, limit or cancel the Service if there is excessive or unusual usage, and whether or not we do so, you remain liable for all uses of the Service.



## 6. Suspension or Termination

Without limiting clauses 30 and 31 of the Core Terms, we may suspend or terminate your Service if we determine, in our sole and absolute discretion, that you or an end user has breached clause 4, the Customer Guide or AUP.

- 6.1. We may give notice to you or an end user warning that the use of the Service is in violation of clause 4, the Customer Guide or AUP and that the Service will be suspended or terminated. If you or the end user does not rectify the use of the Service, we will suspend or terminate the Service.
- 6.2. We may seek written assurances from you that you or an end user will cease using the Service in a way that violates clause 4, the Customer Guide or AUP.
- 6.3. We are not liable for any damages of any nature whatsoever suffered by you, an end user or any third person resulting in whole or in part from our exercise of our rights under this clause 6.

## 7. Indemnity

You release us from all liability to us, and indemnify us against all Loss suffered by us in connection with any claims made or actions brought against us (including by third parties or end users) arising from:

- 7.1. disruption in a Basic Telephone Service or other service provisioned on the same Pair as a Service;
- 7.2. unavailability, suspension or cancellation of a Service;
- 7.3. cancellation of, or refusals to provide, all incompatible products; or
- 7.4. possible breaches of the *Telecommunications (Customer Service Guarantee) Standard 2011* (Cth) in respect of an end user,

to the extent that the Loss is caused by the provision, delay in the provision, transfer or cancellation of all or part of the Service.

## 8. Request to disconnect Customer Premises Equipment

- 8.1. You must disconnect your or an end user's CPE from an ADSL Access service if we issue you with a "Request to Disconnect" under clause 8.2.
- 8.2. We may issue you a "Request to Disconnect" if we reasonably believe that your or an end user's CPE is causing interference to another end user's service, CPE or to the public switched telephone network.



## 9. IP addresses

- 9.1. If you specify an IP address for a Service that does not fall within the range designated as “private” by RFC1918, then you warrant that you are the registered owner, or have written permission from the registered owner, to use that IP address.
- 9.2. If requested by us, you must provide us with evidence of the warranty described in clause 9.1 within five (5) business days of the request.
- 9.3. Any IP address provided to us for the purpose of a Service must not fall within the following ranges:
  - 172.17.0.0 - 172.17.255.255
  - 172.19.0.0 - 172.19.255.255
  - 172.26.8.0 - 172.26.8.255
  - 172.27.0.0 - 172.27.255.255
  - 172.29.8.0 - 172.29.71.255
  - 172.30.0.0 - 172.31.255.255

## 10. Definitions

In this Part 2A the following words have these meanings:

**Basic Telephone Service** means the line rental telephone service provided over a Pair which connects to a public switched telephone network.

**Customer Guide** means the Customer Guide – ADSL Access document we publish, as amended from time to time.

**Customer Premises Equipment (CPE)** means equipment installed or to be installed on the end user side of the network boundary point, including without limitation, routers, modems, splitters, filters, customer premises wiring and client software.

**Full Service Qualification** means the analysis carried out via the internet or manually to confirm whether a Service can be provided, or continue to be provided.

**Pair** means a copper or aluminium twisted pair connected to the end user premises in a public switched telephone network.