



Fibre Express

Service Terms

Version 1.1

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1. Introduction

1.1 This section defines the Service Terms of the Fibre Express product provided by Telarus to the Customers. This document forms part of our Standard Form of Agreement (SOFA), which includes the following:

- (a) General Terms and Conditions
- (b) Service Terms

2. Definitions

- **“Customer”** means a natural person or registered commercial entity that has entered into a commercial relationship with Telarus for the purpose of procuring services as identified upon a Service Order. Hereinafter it is referred to as “Customer”, “you”, “your”.
- **“Customer Nominated Contact”** means an email and telephone contact detail of an authorized customer representative, supplied to Telarus for the purpose of formal communication. (including system integrators)
- **“Customer Notice”** means a communication in written electronic form, delivered via Electronic Mail (email) to the Customer nominated contact followed by an elapsed period of four hours.
- **“Force majeure”** means an event or circumstance beyond the reasonable control of Telarus.
- **“Minimum contract period”** means the period specified in your Service Order that starts from the Service Commencement Date.
- **“Scheduled Maintenance”** means a planned activity performed with customer notice and having a minimum notice period.
- **“Service Cancellation Date”** means the calendar date upon which Telarus has provisioned and starts to provide the service identified upon a Service Order.
- **“Service Commencement Date”** means the calendar date upon which Telarus will cease to provide the service identified upon a Service Order.
- **“Service Level”** means the percentage of time within a calendar month when the service is available to the Customer.
- **“Telarus”** means Telarus Pty Ltd ABN 56 099 202 721 Level 8, 473 Bourke Street, Melbourne, Victoria trading as Telarus. Hereinafter it is referred to as “Telarus”, “we”, “us”, “our”.
- **“Unavailability”** means a service resource is failing to perform within a tolerance of 20% of its defined operating parameters. See Clause 11.3 for details.

3. Fibre Express Offerings and Service



3.1 Telarus Fibre Express service provides a high-bandwidth and cost-effective connectivity via fibre between you and Telarus network. It provides customers with layer 3 Ethernet connectivity.

3.2 The maximum bandwidth available at customer premise is 500Mbps, the actual speed you get may vary depending on bandwidth consumptions for the connectivity.

4. Contract and Payment

4.1 Unless specified in individual Service Order, Telarus Fibre Express service has a minimum contract term of 24 months or 36 months.

4.2 Payment for the Fibre Express service is required to be conducted monthly in advance. Customers are required to pay for the service monthly.

5. Billing

5.1 Billing is issued monthly in advance at the beginning of each calendar month.

5.2 Customer adjustment of service are billed monthly in arrears.

5.3 Invoice will be delivered electronically to Customer Nominated Contact.

6. Security

6.1 You will be responsible for implementing and maintained network security at your site.

6.2 Customers acknowledge that Telarus Fibre Express service is not necessarily secure, and the transmitted data on the network is at customer's own risk.

6.3 Telarus assumes that any access to the Fibre Express service is authorized by the customer. You are responsible for any use or misuse of the service, and preventing any unintended access to your service. Customers will still be charged for usages of services if the service is used by a third party.

7. Service Provisioning



- 7.1 Telarus Fibre Express service is only available in certain buildings in the metropolitan area. Telarus will perform an address qualification check before accepting a service order.
- 7.2 By default, Telarus provides Fibre Express services upon the basis of a “Managed Service”. Telarus will supply and configure Customer Premises Equipment (CPE) for each Fibre Express service in line with agreed customer requirements and Telarus standards.
- 7.3 Customers can choose to have their on premise CPEs, you must guarantee the CPE complies with ACMA standards and regulations. In this case:
 - (a) Customer is responsible for ensuring CPE is appropriate and adequate for the intended purpose;
 - (b) Telarus will not be responsible for the delay in provisioning if it is due to the CPE’s unsuitability to be connected to the service;
 - (c) Telarus will not provide managed monitoring service for the connection;
 - (d) Telarus will not be responsible for any CPE-related issues or problems.
- 7.4 The provisioning period for Telarus Fibre Express service is depending on the service delivery address that customer nominates. Telarus will nominate a provisioning timeframe for each service order. The nominated timeframe is based on there being no objections from any building power or occupier at the nominated service delivery address.
- 7.5 Telarus reserves the right to withdraw the service from the market after a 15 calendar days’ notice to customers.

8. Service Changes

- 8.1 Customer relocation request of a service need our approval on a case-by-case basis where:
 - (a) The relocation is within the same building; or
 - (b) The relocation is to another site within Telarus Fibre Express coverage area.
- 8.2 Pricing for the relocation will be notified to customer upon the customer relocation request.
- 8.3 For any early termination or cancellation of the Fibre Express service, the customer must pay in full of all recurring charges between the date of termination and the date of the expiry of the Minimum contract period.

9. Demarcation

- 9.1 Customer will be responsible for all cabling from customer equipment to Telarus provided CPE.



9.2 Telarus will be responsible for the configuration on Telarus provided CPE, you will be responsible for the correct configuration on your own equipment to obtain connectivity.

9.3 Telarus will not provide support regarding firewall protection on the provided CPEs.

9.4 Customer must provide space and power at the site for the installation of the service. Customer must ensure that Telarus provided CPE is not damaged or interfered in any way.

9.5 Customer cannot use Telarus Fibre Express service for connecting the points of presence, or network access points, or for interconnecting with other carrier service providers. If we reasonably believe you have done so, we reserve the right to suspend or terminate your service 5 business days after giving you the notice for rectification.

9.6 Customer must comply with Telarus Acceptable Use Policy when using the Fibre Express service. Telarus reserves the right to notify you via Customer Nominated Contact and temporarily suspend the service if your usage is identified to have an adverse effect on other customers.

9.7 Telarus is not responsible for any loss, theft or damage to customer device or data other than as a direct consequence of our negligence.

10. Data Retention

- 10.1 Telarus may keep the meta data relating to Fibre Express service for an indefinite period of time, according to **Telecommunications (Interception and Access) Amendment (Data Retention) Act 2015**. This includes but is not limited to the following:
- (a) Customer account data and contact information
 - (b) Customer contract information
 - (c) Payment and billing information
 - (d) Service usage

11. Service Levels

11.1 Telarus provides a Service Level Target of 99.5% for Fibre Express service.

11.2 The Service Level Availability (SLA) represents the percentage of time Telarus Fibre Express service is expected to be available during calendar month. It is calculated as: $(\text{Service hours} - \text{Unavailable hours}) / \text{Service Hours} * 100\%$.

- 11.3 Service unavailability is when a network path is considered to be inaccessible if either:
- (a) Network traffic fails to pass permitted communications for a period in excess of 5 minutes;
 - (b) The performance of the service is severely degraded to an extent that the service is effectively unavailable. Severe degradation occurs where in excess of 20% of the packets transmitted on the path are lost during a period of 15 minutes.
- 11.4 The following activities by Telarus will be excluded from the calculation of Service Hours:
- (c) Scheduled Maintenance or planned outage. E.g.: software upgrade.
 - (d) Remediation activities to provide a safe work environment
 - (e) Unavailability caused by force majeure
 - (f) Unavailability caused by suspension or termination of service as required by law or as otherwise permitted in the Telarus Business Terms
 - (g) Unavailability caused by maintenance from Customer request
- 11.5 Service rebate is not available for Fibre Express service. This service will be provided on a best-effort basis.

12. Commencement and Termination of Service

- 12.1 Service period starts as soon as it is provisioned and Customer is connected to Telarus Fibre Express service.
- 12.2 Telarus may terminate the Fibre Express service upon any of the following cases:
- (a) We reasonably confirmed Customer's attempts to access or modify unauthorized system information, or to interfere with Telarus environment normal operations.
 - (b) We reasonably believe there is excessive or unusual use of the service.
 - (c) We reasonably believe Customer is unlawfully using the service.
 - (d) We reasonably believe Customer's use of the service infringe any third party's intellectual property rights.
 - (e) We reasonably believe Customer has violated clause 9.4.

13. Update of Service Terms

- 13.1 This Service Terms may be modified and updated from time to time based on business requirements. Telarus will provide a 10 business days' notice in advance of the actual implementation of any changes by Customer nominated contact to Customers.
- 13.2 When we change the Service Terms and notify the Customer, the Customer's continued use of the service signifies the automatic acceptance of the latest version service terms.