Service Description – ADSL Services

1/05/2013

**business
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solutions**

1   Service Description

1.1   What is ADSL1 and ADSL2+

ADSL, also known as Asymmetric Digital Subscriber Line is a broadband service that utilises existing copper telephones lines to send and receive data at speeds that far exceed traditional dial-up modems.

Data is transmitted on a digital frequency, which sets it apart from the analogue signals telephones and fax machines use. Due to the ADSL signal operating on a different frequency, the telephone can be used normally, even when surfing the Web with ADSL service. You will require a DSL filter on each phone or fax line, to "filter out" and remove any noise on the line that might be generated by the ADSL service.

Synapse provides ADSL and ADSL2+ services. ADSL provides downloads speed up to 8Mbits. ADSL2+ provides speeds up to 24Mbits.

1.2   Telecommunications Installation

The installation of the DSL service requires the installation of a new telephone line or modification of existing telecoms infrastructure.

The connection fee associated with the service includes the installation of the DSL service up to the Network Termination Device (NTD). Any additional cost associated with install after the NTD must be paid by the customer.

A network termination device (NTD) is a defined network boundary point under section 22 of the Telecommunications Act 1997. It is a device meeting the carrier's requirements that is provided by the carrier to establish a demarcation point between the carrier's telecommunications network and customer cabling or customer equipment, and is permanently marked at manufacture with the words "Network Termination Device" or the letters "NTD".

Some plans offer a free DSL installation. Where you have chosen a free setup for your ADSL service, you will have waived specific CSG Rights.

We will provide both ULL (unbundled local loop) and LSS (Line Spectrum Sharing) DSL services. Telephone call services are provided by the Optus Wholesale network.

1.3   CPE Installation and Equipment Supply

We may provide CPE (Customer Premises Equipment) in the form of a modem or router. We may pre-configure a supplied device with your connection information.

We will not be liable for issues as a result of us supplying this equipment to you. We will provide reasonable phone support to enable you to install and connect to the internet using this device.

Where you have supplied your own CPE, we are not obliged to supply support for the configuration of this equipment. We will provide the generic network settings to you in order

for you to configure the appropriate CPE.

You may choose to have a Synapse 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.

1.4   Connection Speeds

We cannot guarantee that you will receive a certain speed. That is why we specify "Up to". Speed is typically affected by:

a) Distance from the telephone exchange.
b) The number and type of other services on the line.
c) Your phone line quality of the copper pair between the exchange and your premises.
d) Your hardware (specifically modem).
e) The capacity and current load of the server or website you are accessing.

A majority of metro customers experience between 6Mbits and 12Mbits with some achieving between 12Mbits and 24Mbits.

1.5   Monthly Use

Your monthly use is measured in Megabytes.

HOME ADSL1/ADSL2+ services are provided with the following monthly data quotas:

a) Peak Data: This is the total download quota provided each month for raw (non-peered) internet traffic between 06:00:00 and 17:59:59 each day.
b) Off-Peak Data: This is the total download quota provided each month for raw (non-peered) internet traffic between 18:00:00 and 06:00:00 each day. And Weekends from 18:00:00 Friday to 05:59:59 on Monday.
c) Uploads are not counted on HOME Plans.

Please not that there may be a discrepancy (time shift) of peak and off-peak times if you are in state that does not conform to either WST or EST.

Business ADSL1/ADSL2+ services are provided with the following monthly data quotas:

a) Anytime Data: This is the total download internet download quota provided each month.
b) Uploads are not counted on Business Plans.

When you have reached your monthly quota your DSL service speed will be slowed (shaped).

1.6   Shaping

Shaping is the process of restricting the flow of (slowing) traffic to the DSL service. We implement shaping after your quotas have been reached. Shaping allows you to continue to use your DSL service without incurring excess charges.

We use the following shaping methods:

a) Business Plans : When your service reaches the monthly quota you will be shaped to a

lower speed. Once you have reached 5GB over your first quota, your speed will be reduced again.

b) Suspension: When your service reaches the monthly quota, your service will be suspended until your quota is reset in the next month.

c) Unshaped: This means that your internet connection will not be slowed. This typically costs significantly more and is not available as a default option.

d) Excess: When your service reaches the monthly quota, you will charge and excess per GB.

Shaping is removed and your data allowance reset on the 1st of the month.

1.7   Payment
Payment for the ADSL service is required in advance. You may choose to pay for the service in monthly, quarterly or yearly.

Telephone (PABX and VOIP) calls are charged monthly in arrears.

Where you have chosen a plan with excess charges, this will be charged monthly in arrears.

1.8   Target Service Level
99.7% (Business Plans), 98% (Residential Plans)

1.9   Call Response Target
1 Business Day (Business Plans), 1 Business Day (Residential Plans)

1.10   Restoration Target
2 Business Days (Business Plans), 3 Business Days (Residential Plans)

1.11   Service Level Rebates (BUSINESS Plans)
Business Plans are eligible for service level rebates.

Service Unavailability	Service Rebate
Up to 8 hours per calendar month.	No Rebate Available
More than 8 hours but less than 16 hours during a calendar month.	5% of the Monthly Service Charge
More than 16 hours but less than 20.5 hours during a calendar month.	10% of the Monthly Service Charge
More than 20.5 during a calendar month.	20% of the Monthly Service Charge

1.12   Contract Term
We provide ADSL services on contract terms of 0 or 12 or 24 months. If you decide to cancel or move your service within the contract term you will be liable for an Early Termination Fee.