

### Part F – Dial-up service

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Certain words are used with the specific meanings set out in Part A - General Terms for BigPond services section of Our Customer Terms.

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## 1 About this Part

1.1 This is part of the BigPond services section of Our Customer Terms.

1.2 Provisions in other parts of the BigPond service section apply.

See clause 1 of Part A - General Terms for BigPond services section for more detail on how the various parts of the BigPond service section should be read together. To see these terms [click here](#).

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## 2 General terms

### Faults

2.1 Subject to clause 4.2 of the Part A -General Terms for BigPond services section of Our Customer Terms, we are not responsible for any fault caused by:

- (a) your (or your group members') equipment; or
- (b) private transmission equipment, data transmission or other services provided by another phone company or person.

This term is not intended to limit your rights under consumer protection legislation.

### Security of data

2.2 We are not responsible for the security of data on any of your (or your group member's) equipment or passing over the service and make no promises about the security of data.

### Session limits and time-outs

2.3 Dial-up plans are not designed for continuous connection to the service. We may apply a limit on the continuous access time to the service (called a "session limit") and we may disconnect your dial-up session if no data is transferred for a continuous period (called "idle timeouts"). Session limits and idle timeouts are set out in the charges section for your dial-up plan in this Part.

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## 3 Your use of the service

### Equipment

- 3.1 You must, at your expense, install and maintain the equipment necessary to access and use the service. If you cannot access the service because your equipment is not working, the monthly fees payable for your dial-up plan will still apply.

### IP addresses

- 3.2 We may scan any IP address ranges allocated to you (or your group member) for use with the service in order to detect the presence of open or otherwise misconfigured mail and proxy servers.

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### Minimum term and moving plans

- 4.1 At the end of your minimum term:
- (a) if your dial-up single user plan is still available to new customers, you will be moved to the month to month version of your plan (unless you choose another 12 month minimum term) and you will incur the charges for that month to month plan as set out in the plan table for your plan; or
  - (b) if your dial-up single user plan is no longer available to new customers, we may:
    - (i) move you to the month to month version of your plan (as it existed when you signed up to your dial-up single user plan); or
    - (ii) roll you on to any other current month to month plan that we reasonably think is comparable (but we will give you prior notice if we do this); or
    - (iii) roll you to an alternative service (but we will give you prior notice if we do this). If you are not satisfied with the alternative service, you may terminate your service by giving us notice.

### BigPond dial-up technical support

- 4.2 You will have access to BigPond dial-up technical support 24 hours a day, 7 days a

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week. We will only provide access to technical support if you identify yourself by providing a username and any other details we require to verify your identity as a customer. Charges may apply, as set out in the charges section for your plan when you signed up for this service.

#### Access to phone number

- 4.3 We will have access to the phone number used to connect to the service when you (or your group member) dial-up using our network, regardless of whether calling number display is ordinarily blocked or you connect from a silent line telephone number.

#### Warranties

- 4.4 You promise that:
- (a) you have the legal power to enter into and observe your obligations in these terms;
  - (b) you are over 18 years of age; and
  - (c) no minor will access the service using your login details (or your group member's login details) unless they have your (or your group member's) express permission and are under your (or your group member's) personal supervision.

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## 5 BigPond dial-up single user pricing plans

### Dial-up monthly plans with a 12-month minimum term

- 5.1 If you are on a BigPond dial-up plan with a 12-month minimum term, we charge you the following charges for your BigPond dial-up service. Unused usage allowance expires at the end of each month.

BigPond dial-up plan	Usage allowance*	Session limit and idle timeout	Monthly price	Additional usage charges (per MB)
50MB Internet Surf Plan	50MB	5 hour session limit 1 hour idle timeout	<b>\$9.95</b>	\$0.15

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BigPond dial-up plan	Usage allowance*	Session limit and idle timeout	Monthly price	Additional usage charges (per MB)
100MB Internet Big Surf Plan	100MB	5 hour session limit 1 hour idle timeout	<b>\$15.95</b>	\$0.15
Ultimate Internet Surf Plan	Unlimited	10 hour session limit 1 hour idle timeout	<b>\$21.95</b>	NIL

\* Usage means monthly combined upload and download data transfer (except for some traffic provided from time to time by BigPond at no cost).

- 5.2 Dial-up costs apply separately. You can access the internet from most fixed phones Australia-wide for the cost of a local call (or usual ISDN data call charges if you are an ISDN customer).

#### Dial-up monthly plans with no minimum term

- 5.3 If you are on a BigPond dial-up plan with no minimum term, we charge you the following charges for your BigPond dial-up service. Unused usage allowance expires at the end of each month.

BigPond dial-up plan	Usage allowance*	Session Limit and idle timeout	Monthly price	Additional usage charges (per MB)
50MB Internet Surf Plan	50MB	5 hour session limit 1 hour idle timeout	<b>\$13.95</b>	\$0.15
100MB Internet Big Surf Plan	100MB	5 hour session limit 1 hour idle timeout	<b>\$19.95</b>	\$0.15

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BigPond dial-up plan	Usage allowance*	Session Limit and idle timeout	Monthly price	Additional usage charges (per MB)
Ultimate Internet Surf Plan	Unlimited	10 hour session limit 1 hour idle timeout	<b>\$25.95</b>	NIL

\* Usage means monthly combined upload and download data transfer (except for some traffic provided from time to time by BigPond at no cost).

- 5.4 Dial-up costs apply separately. You can access the internet from most fixed phones Australia-wide for the cost of a local call (or usual ISDN data call charges if you are an ISDN customer).

#### Dial-up casual usage plan

- 5.5 We charge you the following charges for casual usage of our dial-up service. This service fee is not refundable if you cancel your plan. The hourly rate is pro-rated based on actual usage rounded up to the nearest minute or part thereof.

BigPond dial-up casual usage plan	Annual service fee	Price per hour
Casual Plan	<b>\$25.00</b>	<b>\$3.95</b>

#### Cancellation and reconnection

- 5.6 If your service is cancelled before the end of your minimum term (if applicable), you may need to pay the following cancellation fee. The cancellation fee is pro-rated by the number of whole months remaining in your minimum term.

Minimum term	Cancellation fee
12 months	<b>\$70.00</b>

- 5.7 If you choose to reconnect to your service after it has been temporarily suspended for non-payment, we charge you the following fee. The amount of the charge will vary depending on whether you receive a standalone BigPond bill or a Telstra Single Bill.

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Service	Fee
Reconnection charge after temporary suspension for non-payment (for customers who receive a standalone BigPond bill)	<b>\$40.00</b>
Reconnection charge after temporary suspension for non-payment (for customers who receive a Telstra Single Bill)	<b>Please refer to Part A - General of the <a href="#">Basic Telephone Service Section of Our Customer Terms</a></b>

## 6 BigPond dial-up business group plans

### General

- 6.1 All dial-up business group plans are accessible via a PSTN line for the cost of a local call from most fixed phones Australia-wide (or usual ISDN data call charges if you are an ISDN customer).

### Dial-up business group hourly based plans

- 6.2 If you are on a business group hourly based plan, we charge you the following charges for your dial-up service. Unused usage allowance expires at the end of each month.

BigPond dial-up plan	No. of group members	Monthly allowance	Session limit and idle time out	Monthly price	Additional usage charges (per hour)
Group User 20	Up to 50	20 hours	24 hour session limit 1 hour idle timeout	<b>\$44.00</b>	\$3.75
Group User 40	Up to 100	40 hours	24 hour session limit 1 hour idle timeout	<b>\$82.50</b>	\$2.80

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BigPond dial-up plan	No. of group members	Monthly allowance	Session limit and idle time out	Monthly price	Additional usage charges (per hour)
Group User 120	Up to 200	120 hours	24 hour session limit 1 hour idle timeout	<b>\$203.50</b>	\$2.55
Group User 320	Up to 350	320 hours	24 hour session limit 1 hour idle timeout	<b>\$495.00</b>	\$2.35
Group User 570	Up to 550	570 hours	24 hour session limit 1 hour idle timeout	<b>\$825.00</b>	\$2.35

6.3 Service and local/ISDN call costs are charged separately.

#### Dial-up business group plans - volume-based

6.4 Each volume-based BigPond dial-up business group plan includes four Static IP addresses, with dial-up access via a separate LAN Gateway number. Each group member is provided a 20MB mailbox.

6.5 If you are on a volume-based BigPond dial-up business group plan, we charge you the following charges for your dial-up service. Unused usage allowance expires at the end of each month.

BigPond dial-up plan	No. of Group Members	Monthly allowance	Session limit and idle timeout	Set-up charge	Monthly charge	Additional usage charges (per MB)
Executive 1	Up to 7	800MB	24 hour session limit 1 hour idle timeout	\$125.00	\$85.00	\$0.20

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BigPond dial-up plan	No. of Group Members	Monthly allowance	Session limit and idle timeout	Set-up charge	Monthly charge	Additional usage charges (per MB)
Executive 2	Up to 15	1.25GB	24 hour session limit 1 hour idle timeout	\$125.00	\$165.00	\$0.18
Executive 3	Up to 30	3GB	24 hour session limit 1 hour idle timeout	\$125.00	\$310.00	\$0.16
Executive 4	Up to 55	7GB	24 hour session limit 1 hour idle timeout	\$125.00	\$570.00	\$0.15

6.6 Service and local/ISDN call costs are charged separately.

## 7 BigPond pre-paid dial-up

7.1 If you have a BigPond dial-up pre-paid service, the following terms apply to you. Unless these terms state otherwise, the terms in Part A - General Terms for BigPond services and the other terms in this Part F - Dial-Up service section do not apply to dial-up pre-paid services.

### Limits of the service

7.2 This service cannot be used with ISDN or Global Roaming services, and is not valid with any other offers.

7.3 This service is for personal use only.

### Pre-paid hours

7.4 The number of Internet access hours purchased are effective from the date of registration and for the access period specified.

7.5 Unused hours will be forfeited after the “valid for” period on your starter kit, voucher

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or online top-up expires.

#### **Unused accounts**

- 7.6 Pre-paid dial-up accounts with no remaining credit will lapse if not topped-up within 90 days.

#### **Telephone charges**

- 7.7 Ordinary charges apply to your dial-up telephone service.

#### **Email limits**

- 7.8 Limits apply to the size, quantity and frequency of emails and the period emails will be kept by us. These are set out in clause 20 of Part A - General Terms for BigPond Services section [here](#)

- 7.9 It is very important that you read and understand the email limits. We may change these limits from time to time.

- 7.10 If emails exceed these limits, we may delete them without notice to you.

- 7.11 If we delete any electronic mail messages under these terms, we are not required to notify you or the sender of the message(s).

#### **Session time-out**

- 7.12 We may disconnect your session if you do not upload or download any data for more than one hour.

#### **Your obligations**

- 7.13 You must ensure that you meet the minimum hardware and system requirements for the service.

These can be viewed at [http://my.bigpond.com/internetplans/dialisdn/dialup\\_sysreq/default.jsp](http://my.bigpond.com/internetplans/dialisdn/dialup_sysreq/default.jsp).

- 7.14 You are responsible for ensuring that your account information, password and data are secure and for all use of your service, including use by anyone else using your member identification.

- 7.15 We will use the BigPond email address you get with this service to communicate with

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you. It is very important that you check this email address regularly.

- 7.16 You must not use the service for any unlawful, illegal or improper purpose (including spamming), or in a way that interferes with other users or the network. You must also comply with the Acceptable Use Policy set out in Part A - General Terms for BigPond services [here](#)
- 7.17 If, in our reasonable opinion, you have breached the terms of the Acceptable Use Policy or this clause, we may terminate your access without any credit or refund.

#### Privacy

- 7.18 We collect, use and disclose personal information as set out in our “Protecting Your Privacy” Statement. The current version of our Privacy Statement is available at [http://www.telstra.com.au/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy_statement.html).

#### Liability

- 7.19 We and you are both liable to the other for breach of contract or negligence under principles applied by the courts. A party is not liable to the other for any loss to the extent that it is caused by the other. We are not liable for loss caused by events outside our reasonable control.
- 7.20 We do not accept liability for loss resulting from use of the service in connection with a business unless that liability cannot be excluded by law. If such liability cannot be excluded by law but can be limited, we limit our liability if it is fair to do so to resupply or replacement of the goods or services.
- 7.21 Terms relating to liability in these terms will continue unaffected by cancellation or suspension of your service.

#### Changing these terms

- 7.22 If we change the terms for this service after you signed up, and you are materially worse off, we will either:
- (a) tell you 90 days beforehand; or
  - (b) if the change is required by law or necessary to prevent fraud or for security/technical reasons, give you as much warning as we reasonably can.

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## 8 Volume-based BigPond dial-up business group plan -

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**licensed IP Addresses**

- 8.1 We grant you and your end users on the volume-based BigPond dial-up business group plan an exclusive, non transferable licence to use a continuous block of IP addresses to enable devices on your LAN to access the Internet through a single dial-up connection ("**Licensed IP Addresses**").
- 8.2 The licence described in clause 8.1 terminates immediately if your or your end users' service is terminated (in accordance with Part A - General Terms for BigPond Services section) or you or your end users have materially breached the terms of this clause in a way which cannot be remedied. We will tell you if your licence has been terminated under this clause. If you or your end users have materially breached the terms of this clause in a way that can be remedied, the licence terminates if you do not remedy your breach within 14 days of us telling you to do so.
- 8.3 Upon termination, customers must immediately stop using and remove the Licensed IP Addresses from all software and hardware devices that contain the Licensed IP Addresses.