

# Our Customer Terms

## T-Biz Broadband Multisite section

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Certain words are used with the specific meanings set out below under “Special meanings” in clause 15 and in [the General Terms of Our Customer Terms](#).

### 1 About the T-Biz<sup>®</sup> Broadband Multisite section

#### Our Customer Terms

- 1.1 This is the T-Biz Broadband Multisite (TBM) section of Our Customer Terms.
- 1.2 [The General Terms of Our Customer Terms](#) apply unless you have entered into a separate agreement with us which excludes any of those terms. The [Services on the National Broadband Network](#) section of Our Customer Terms also applies.

#### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms or Services on the National Broadband Network section of Our Customer Terms are inconsistent with something in this T-Biz Broadband Multisite section, then this T-Biz Broadband Multisite section applies instead of the General Terms or Services on the National Broadband Network section, to the extent of the inconsistency.
- 1.4 If a provision of this T-Biz Broadband Multisite section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

#### References to our network

- 1.5 If any term of Our Customer Terms which is expressly incorporated refers to “our network”, “our public switched telephone network”, “Telstra Network” or anything similar, for the purposes of NBN services referred to in this section those terms will be taken to also include a reference to the NBN, and a reference to “service” in those terms will be taken to include a reference to NBN services.

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## 2 What is the T-Biz Broadband Multisite service?

#### What is the T-Biz Broadband Multisite service?

- 2.1 The TBM service is comprised of access to our Internet access network via any of the following access services:
- (a) Telstra ADSL service, an asymmetrical digital subscriber line (ADSL) service (“**ADSL access service**”); or
  - (b) Broadband (NBN) service, an asymmetrical digital service delivered over the NBN (“**NBN access service**”),
- each an “**access service**” and together, the “**access services**”.
- 2.2 The access services will not be available in all areas or to all premises.
- 2.3 The bandwidth options available for the access services are as set out in your application form or separate agreement with us. The specified upload and download

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speeds are indicative maximum line speeds only. We do not promise that the specified speeds will be achieved at all times.

- 2.4 We do not promise successful data transmission using the TBM service. Temporary interruptions and packet loss may occur from time to time. The TBM service is not suited to applications that are sensitive to delay, delay variation or packet loss (such as voice or real time video streaming) or require high volume continuous file transfers.
- 2.5 The NBN and ADSL networks are shared by many end users. The shared nature of the ADSL network and NBN means that throughput may vary depending on the number of end users connected at the same time and the associated line transmission rates of those end users.
- 2.6 Other Telstra services will be compatible with the access services only if we expressly say they are.
- 2.7 A minimum of five access services are required to be eligible for the TBM service. If you acquire the TBM service with 5 or more access services and you subsequently have less than 5 access services, your service will be subject to an applicable section of Our Customer Terms (instead of this section).

### NBN access services

- 2.8 The NBN access service uses the Broadband (NBN) service, and is provided on the terms set out in the [Broadband \(NBN\)](#) section of Our Customer Terms.
- 2.9 Speeds on the NBN vary depending on your NBN access type and will vary due to a number of factors, including your connected equipment and software configuration, source and type of content downloaded and the number of users and performance of interconnecting infrastructure not operated by us. Below are the NBN speed levels across NBN access types:

Speed Level	Maximum download /upload	Access Type
Speed Level 1	Up to 12/1Mbps	FW, FTTP, FTTN/B, HFC
Speed Level 2	Up to 25/5Mbps	FW, FTTP, FTTN/B, HFC
Speed Level 3	Up to 25/10Mbps	FTTP, FTTN/B, HFC
Speed Level 4	Up to 50/20Mbps	FW, FTTP, FTTN/B, HFC
Speed Level 5	Up to 100/40Mbps	FTTP, FTTN/B, HFC

- 2.10 If you acquire an NBN access service at a location, you cannot later acquire a Telstra ADSL access service at the same location.

### ADSL access services

- 2.11 The transmission method for ADSL access services is asynchronous transfer mode (ATM) with an unspecified bit rate. We can introduce new underlying network transport technology (from time to time) to deliver the ADSL access service. Any new technology will operate with Internet-grade characteristics.
- 2.12 Our ADSL network is engineered to an average throughput per end user of 15 Kbps. If you obtain an ADSL access service, we will deliver your service via ADSL1 or

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ADSL2+ technology (as determined by us for each access service). This technology provides the following capabilities for some customers:

- (a) ADSL1: access speeds up to 8,000Kbps (Downstream) and up to 384Kbps (Upstream). Speeds 256Kbps/64Kbps, 512Kbps/128Kbps, 512/512kbps and 1536Kbps/256Kbps will not be available as part of the TBM service; or
  - (b) ADSL2+: access speeds up to 20,000Kbps (Downstream) and up to 1,000Kbps (Upstream).
- 2.13 You acknowledge that actual speeds may often be less and vary due to a number of factors including network configuration, line quality and length, exchange type, customer premises interference, customer location, distance from the telephone exchange, traffic and hardware and software configuration. About 50% of ADSL customers in ADSL2+ areas will have access speeds around 10,000Kbps or more. About 70% of ADSL customers in ADSL1 areas will have access speeds around 6,000Kbps or more.
- 2.14 In some cases, where we reasonably consider it necessary to improve network performance, we may need to reduce the maximum achievable speed on your ADSL access service (but not below 1500/256Kbps) for a period we reasonably consider necessary. If this happens, we will give you notice as soon as practicable and if we are reasonably satisfied that you are materially worse off from the change, you may cancel your ADSL access service by giving us notice within 42 days of the date we notify you of the change. If you cancel your ADSL access service for this reason:
- (a) your ADSL access service will be cancelled from the date the change takes effect; and
  - (b) you will not have to pay us the applicable early termination charge (if any), but you will need to pay us for any installation fees and cost of equipment we have provided to you that you have not paid us for (as long as the equipment can be used in connection with services supplied by another provider).
- 2.15 ADSL access services use Layer 2 Tunnelling Protocol (L2TP) to connect customers from Telstra's ADSL network to the Telstra Internet Direct backbone.

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### 3 General

#### What T-Biz Broadband Multisite can be used for

- 3.1 The TBM service supports applications such as Internet browsing (downloading web-pages, using email, sending and receiving file attachments and limited video and music streaming).

#### Availability

- 3.2 The TBM service is available to our retail customers, only. The service is not available to Telstra Wholesale customers or for resale.
- 3.3 To be eligible for a TBM service you must have an ABN, ACN or ARBN. We supply the TBM service for business purposes and you must use the TBM predominantly for business purposes.

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- 3.4 When transitioning an existing ADSL service supplied directly by us to an ADSL access service, a copper public switched telephone network line that you obtain directly from us which supports that ADSL service can be optionally retained for an additional monthly charge set out in the Basic Telephone Service section of Our Customer Terms, until such time as we no longer offer this option.

### **Availability of ADSL access service**

- 3.5 ADSL is not available everywhere. Availability depends on a number of factors, including the length of cable to the nearest telephone exchange and the quality of the existing copper telephone service.
- 3.6 You must have a basic telephone service provided by us or someone else on our copper public switched telephone network for us to provide the ADSL access service to you. You have to be the end user of that telephone service and stay the end user while you receive the ADSL access service. If we supply the underlying telephone service to you, it is on the terms set out in the Basic Telephone Service section of Our Customer Terms.
- 3.7 You have to tell us if the copper telephone service over which we provide an ADSL access service is cancelled. We cannot keep providing an ADSL access service to you if that telephone service is cancelled, but we will continue to charge you for your TBM service until you cancel it.
- 3.8 Your telephone service may be disrupted several times while we connect your ADSL access service.
- 3.9 You also have to call us before any disconnection or potential disruption to your copper telephone service.

### **Monitoring services on lines associated with ADSL access services**

- 3.10 You have to tell us if you have, or propose to install, a security alarm monitoring service to the copper telephone service over which we provide the ADSL access service.
- 3.11 We recommend you tell your security company that you will be installing a TBM service using ADSL, because there may be a disruption to your copper telephone service while we install it.

### **Minimum Commitment**

- 3.12 You must take your TBM service for a minimum term of 12, 24 or 36 months. The minimum term is applicable to each individual access service.
- 3.13 Your minimum term starts after we tell you we have implemented an access port connection for an access service.
- 3.14 You may request the cancellation of your TBM service, or an individual access service, and we will endeavour to cancel your TBM service (or access service) on the cancellation date you have requested. However, your service may remain technically connected for up to 30 days after the date we receive your cancellation request. If your service is used at any time prior to its technical disconnection, whether or not that use is

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authorised by you, we will charge you for the TBM service up to and including the last day the service is used.

### **Suspending your T-Biz Broadband Multisite service**

- 3.15 We can suspend your TBM service immediately if we believe on reasonable grounds that your service is being used contrary to our [Acceptable Usage Policy](#) (as we vary it from time to time). This is because we consider any breach of the Acceptable Usage Policy to be a material breach of the TBM service terms.
- 3.16 If we suspend your TBM service because you are in breach of our terms or you are insolvent, we can require you to pay all outstanding charges before we end the suspension.

### **Cancelling your T-Biz Broadband Multisite service**

- 3.17 If your TBM service, or any access service, is cancelled before the end of your minimum term, we may charge you an early termination charge. This is 65% of the monthly charges for your TBM service, or access service, (as applicable) that would have been payable for the remainder of the applicable minimum term. This does not apply where we cancel your service when you are not in breach or where you cancel your service because we are in breach. You acknowledge this amount is a genuine pre-estimate of our loss.
- 3.18 We can cancel your TBM service by telling you in writing if your service has been suspended (other than a suspension by us without your breach) continuously for at least 30 days (including the day it was first suspended).

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## **4 Standard Features**

### **Static IP address**

- 4.1 We will provide you with static Internet protocol addresses (IP Addresses) per access service. We may replace an assigned IP Address with a different IP Address at any time by giving 14 days prior notice to you. You cannot request a particular IP Address.
- 4.2 You acknowledge that IP Addresses will be assigned from a pool of available IP addresses and therefore the IP Addresses that we allocate to you may have been used by us (or other people) prior to being allocated to you. As a result, you may receive traffic intended for us (or those other people) and the traffic may be malicious (eg as part of a denial of service attack).
- 4.3 We grant you a non-exclusive, non-transferable, revocable licence to use IP Addresses for the sole purpose of using the IP Addresses with your TBM service. We reserve all other rights in IP Addresses.
- 4.4 You may not sub-licence, assign, share, sell, rent, lease, transfer or otherwise deal with an IP Address other than as granted to you under this clause 4.
- 4.5 You may apply for additional IP Version 4 (IP v4) Addresses for ADSL access services; additional addresses are issued at Telstra's discretion.



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- 4.6 You may apply for additional IP Version 4 (IP v4) Addresses for NBN access services for a monthly fee. Please refer to the Price List. Additional addresses are issued at Telstra's discretion
- 4.7 You acknowledge that a request to change additional IP Addresses on your NBN access service will result in the cancellation of the existing IP Addresses prior to the replacement addresses being assigned.
- 4.8 You acknowledge that a service outage may occur on your NBN access service if your Static IP address is required or requested to be replaced by a new Static IP address. The only IP Address you may use in relation to an NBN access service is an IP Address issued by us for that service.
- 4.9 If you have an IP Address issued by us for an ADSL access service, that address cannot be used for an NBN access service.
- 4.10 It is your responsibility to update your existing network configurations to take into account IP Addresses we provide to you. This includes ensuring any routing associations are removed from an ADSL access service prior to it transitioning to an NBN access service.
- 4.11 IP Addresses for TBM services may be Version 4 (IP v4) or dual stack (IP v4 and IP v6)

### **CustData web page**

- 4.12 You can access the [CustData](#) web page to access information and tools on your TBM service Internet traffic, service levels and account details. CustData enables you to:
- (a) monitor data usage;
  - (b) manage routing (ADSL access services only);
  - (c) apply for additional IP addresses (ADSL access services only);
  - (d) view outage reports (limited reports for NBN access services); and
  - (e) manage DNS (limited functionality is available in relation to NBN access services).
- 4.13 If you have CustData login details associated with an existing service, you will be issued with new login details for your TBM service.

### **Newsgroups**

- 4.14 ADSL access services give you two options for receiving news services. You can choose either or both of:
- (a) access to our Network News Reader Protocol (NNRP) server; or
  - (b) access to our Network News Transfer Protocol (NNTP) server.



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## T-Biz Broadband Multisite section

- 4.15 We give you automatic access to our NNRP server as part of your ADSL access service. You can ask us to give you access to our NNTP server by contacting the Help Desk.

### **No email server**

- 4.16 The TBM service does not include access to a SMTP service to relay or send email, whether or not you have your own locally operated mail server. If you want to send or relay email you have to obtain your own SMTP server, or you can apply for the optional Exchange Mail feature (see clause 14).

### **Domain Name Servers (DNS)**

- 4.17 You can apply for us to host a domain name on one of our DNS servers. You can do this through the CustData webpage
- 4.18 You can apply for us to host your domain name on either a Primary DNS server or on a Secondary DNS server which will mirror the domain information of the Primary DNS server.
- 4.19 If your access service is cancelled, we will remove your DNS records from our DNS servers. You will need to transfer your domain name hosting services to another access service or to another provider.
- 4.20 You can modify 1 DNS server to provide a secondary MX record via CustData (this feature is not available on NBN access services).

### **T-Biz Broadband Multisite Secondary MX mail server for ADSL access services**

- 4.21 This feature is not available for NBN access services.
- 4.22 You can apply for our optional Secondary MX mail server service. This provides a back-up if your primary SMTP mail server fails.
- 4.23 You must not use the Secondary MX mail server as your primary SMTP mail server. This feature may only be used as a temporary service to provide redundancy for a short period if there is a problem with your primary server.
- 4.24 You must use the Secondary MX mail server feature in accordance with our reasonable directions. You must not use, attempt to use or allow anyone else to use, the Secondary MX mail server feature, in a way which:
- (a) causes you to breach your agreement with us, or to breach a law (including a foreign law), a code or an instrument which governs your conduct;
  - (b) could cause us to breach, or be involved in a breach of law (including a foreign law), a code or an instrument which governs our conduct;
  - (c) could result in us incurring a liability to any person;
  - (d) could interfere with the Secondary MX mail server feature, our networks or equipment or those of another person, or the provision by us of services to you or another person;

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## T-Biz Broadband Multisite section

- (e) constitutes conduct or activities that we consider could adversely affect or prejudice our reputation or brand; or
  - (f) attempts to manipulate or bypass any limitations on the Secondary MX mail server feature by any means.
- 4.25 If you are in breach of the clauses 4.23 or 4.24 we may, at our discretion, suspend, cancel or limit your access to the TBM Secondary MX mail server feature.
- 4.26 We will use reasonable endeavours to ensure that the TBM Secondary MX mail server feature is available for your use. However, we do not promise that the TBM Secondary MX mail server feature will always be available or that it will deliver all emails to the intended recipients.

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## 5 Monthly Charges

- 5.1 The charges payable by you for the TBM service are set out in the Price List.

### Billing

- 5.2 The TBM service is only available as a monthly billed service. The monthly access fee is pro-rated if the TBM service is connected for part of the billing month.
- 5.3 A speed level will be displayed on your bill instead of the published NBN Co speeds. We do not guarantee that the published NBN Co speeds will be the speeds that can be achieved on TBM services. The speed levels displayed on your bill and their corresponding NBN Co published speed is set out in the table below:

Bill Display	NBN Co's published speed (download/upload)
Speed Level 1	12Mbps/1Mbps
Speed Level 2	25Mbps/5Mbps
Speed Level 3 (not available on NBN Fixed Wireless)	25Mbps/10Mbps
Speed Level 4	50Mbps/20Mbps
Speed Level 5	100Mbps/40Mbps*

- 5.4 Speed Level 2 is the default speed for NBN access services. Alternative Speed Levels for NBN access services, if selected, will be displayed on your bill as an extra, or reduced, monthly charge, in addition to the default Speed Level 2 charge.
- 5.5 Your bill will include a:
- (a) once off activation charge, an installation charge, equipment purchases and optional fee-for-service charges;

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## T-Biz Broadband Multisite section

- (b) monthly fee:
  - (i) based on Speed Level 2 for NBN access services, or an extra, or reduced, monthly fee for NBN access service Speed Level changes (that is, Speed Levels 1, 3, 4 and 5); and
  - (ii) for your ADSL access services; and
- (c) data usage charge determined at the end of your billing month.

### Plan Change

- 5.6 You can change Speed Levels on an NBN access service at anytime.
- 5.7 Charges will be pro-rated if there are any changes to Speed Levels for NBN access services during a billing month.
- 5.8 You acknowledge a speed change may temporarily cause an outage of your service.

### Data usage

- 5.9 The TBM service is not shaped, which means the speed of your service is not slowed if you achieve a certain level of data usage. There is no set monthly usage allowance on a per access service basis, and therefore there will be no reference to a data limit on your bill.
- 5.10 Data usage across all your access services will be aggregated, and the total applied to a tiered scale (in accordance with the Price List) which is used to calculate the cost per Gigabyte that you will be charged in a billing month.
- 5.11 Subject to clause 5.12, your data usage will include downloaded data only (not uploaded data).

### Back Channel Charges

- 5.12 If the total traffic you upload in a month via your TBM service exceeds the total traffic you download in that month on your TBM service by more than four times (that is, a greater than 4:1 ratio), we may charge you a backchannel charge for each additional Megabyte of traffic you upload in that month in excess of the 4:1 ratio.

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### Calls and Broadband usage with T-Biz Unified

- 5.13 We will allocate 100kbps of your T-Biz Broadband data bandwidth to support each phone call you make or receive on T-Biz Voice. As a result this amount of bandwidth will not be available for broadband usage while you are on a call(s).

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### Ordering 4 or more T-Biz Voice services under T-Biz Unified

- 5.14 If you order 4 or more T-Biz Voice services or a video capable phone we will upgrade your T-Biz Broadband service to 25/10Mbps (Speed Level 3) above. This will cost an additional \$5 a month.

T-Biz Unified  
What is T-Biz Unified?

# Our Customer Terms

## T-Biz Broadband Multisite section

T-Biz Unified is the name for a process that allows you to order a T-Biz Broadband on the NBN service, T-Biz Voice on the NBN service(s), & a T-Biz Voice Standard on the NBN service at the same site or for the same premises in one go and on a single application form. We'll then aim to deliver all the products you order via this process using one piece of Telstra hardware (known as a router) and in a single Telstra installation visit. You may also need a separate visit from NBN Co if you need the NBN installed at your premises. To be eligible for T-Biz Unified you must order, for the same premises:

one T-Biz Broadband service; and  
between one and ten T-Biz Voice services; and optionally  
one T-Biz Voice Standard service.

It is your choice to order your T-Biz Broadband service under T-Biz Unified. The terms set out in Our Customer Terms for T-Biz Broadband, T-Biz Voice, and T-Biz Voice Standard apply to your T-Biz Unified services. These can be found at <http://www.telstra.com.au/customer-terms/business-government/nbn/>.

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## 6 T-Biz Unified

### What is T-Biz Unified?

6.1 T-Biz Unified is the name for a process that allows you to order a T-Biz Broadband on the NBN service, T-Biz Voice on the NBN service(s), & a T-Biz Voice Standard on the NBN service at the same site or for the same premises in one go and on a single application form. We'll then aim to deliver all the products you order via this process using one piece of Telstra hardware (known as a router) and in a single Telstra installation visit. You may also need a separate visit from NBN Co if you need the NBN installed at your premises. To be eligible for T-Biz Unified you must order, for the same premises:

- (a) One T-Biz Broadband service; and
- (b) Between one and ten T-Biz Voice services; and optionally
- (c) One T-Biz Voice Standard service

6.2 It is your choice to order your T-Biz Broadband service under T-Biz Unified.

6.3 The terms set out in Our Customer Terms for T-Biz Broadband, T-Biz Voice, and T-Biz Voice Standard apply to your T-Biz Unified services. These can be found at <http://www.telstra.com.au/customer-terms/business-government/nbn/>.

### Calls and Broadband usage with T-Biz Unified

6.4 If you order 4 or more T-Biz Voice services or a video capable phone we will upgrade your T-Biz Broadband service to 25/10Mbps (Speed Level 3) above. This will cost an additional \$5 a month.

### Ordering 4 or more T-Biz Voice services under T-Biz Unified

6.5 We will allocate 100kbps of your T-Biz Broadband data bandwidth to support each phone call you make or receive on T-Biz Voice. As a result this amount of bandwidth will not be available for broadband usage while you are on a call(s).

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## T-Biz Broadband Multisite section

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### 7 Connection Charges

#### Plan Activation

- 7.1 A plan activation fee applies for each new access service you connect, as set out in the Price List.
- 7.2 The plan activation fee is the standard activation fee for connections during our business hours of 9am to 5pm (your local time) on a business day. We may charge you our additional fee-for-service charges (set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms) to connect an access service outside those hours.

#### Putting your order on hold

- 7.3 If you have applied for a TBM service and ask us to put your application on hold, we may charge you an administrative charge, as set out in the Price List.
- 7.4 We may hold your application for up to three months. After that time, provided we tell you beforehand, we can cancel your application and we may charge you the applicable early termination charge (see clause 3.17).

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### 8 Other Charges

#### Changing your service

- 8.1 To make a change to your TBM service you have to pay all outstanding charges for your service before we accept your request to change. You acknowledge that any change to your TBM service will take effect from implementation into our billing systems.

#### Change of customer lessee

- 8.2 A charge will be incurred for changing the legal owner of a TBM service in accordance with the Price List.

#### Relocating an existing access service

- 8.3 Relocating an existing access service to a new location will incur a charge. Please refer to the Price List.
- 8.4 If you wish to convert an existing Telstra ADSL service to a TBM ADSL access service, this will result in a plan change. The service will not be disconnected as part of this plan change.

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### 9 Equipment and cabling

#### Compatible equipment

- 9.1 Each access service will require compatible equipment at your premises. You may use your own compatible equipment or purchase, at the prices set out in the Price List, a Telstra Business Smart Modem™ (is compatible with ADSL and NBN access services).

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## T-Biz Broadband Multisite section

### Other compatible equipment

- 9.2 Please refer to the Price List for further information on other compatible equipment approved for use with the TBM service.

### BYO equipment

- 9.3 If you use equipment in connection with the TBM service, other than a Telstra Business Smart Modem™ or Approved Equipment, you must ensure it is compatible with Telstra's specifications. You acknowledge that the use of equipment which is not Approved Equipment or a Telstra Business Smart Modem™ may interfere with Telstra's ability to deliver your TBM service. The applicable specifications can be obtained in the BYO equipment guide which can be found here:

<http://www.telstra.com.au/business-enterprise/enterprise-solutions/network-solutions/t-biz-broadband-multisite/index.htm>

- 9.4 You acknowledge Telstra may require that you use only specified models of Telstra supplied equipment with NBN access services in the future. We will notify you if this requirement is to be applied.
- 9.5 Telstra may suspend or disconnect your TBM service if the equipment you use in connection with the service is interfering with the service or any network.

### Warranties

- 9.6 If you are a consumer as defined in the Australian Consumer Law, our goods come with guarantees that cannot be excluded under that Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The provisions of this clause 9 are in addition to the rights and remedies you may have under the Australian Consumer Law or other laws.
- 9.7 Equipment purchased from us has defect warranty period of 25 months from the date of delivery to your premises ("Warranty Period"). If you or a third party causes a fault with equipment purchased from us, we will not provide you with a replacement or repair the defect.

### Warranty process

- 9.8 Where equipment purchased from us is found to be faulty within the Warranty Period we will send you replacement equipment. Replacement equipment may either be new or near new. You must return the faulty equipment to us within 30 days of the replacement equipment being received by you. We will cover the cost associated with the return of faulty equipment. If the faulty equipment is not returned within this time, we may charge you for the replacement equipment (as set out in the Price List).
- 9.9 In order for us to provide the warranty services to you, you:
- (a) must report any fault or warranty claim to us with your service details including your Telstra Account number, type of equipment, site address and your equipment serial number. Our contact number is:

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1800 066 594, or another number we specify from time to time; and

- (b) may be required to provide us with reasonable access to your TBM equipment through the Internet so that we (or our supplier) may attempt to correct problems through remote access.
- 9.10 If equipment you send to us for repair is capable of retaining user-generated data (such as telephone numbers stored on a phone) please note that some or all of your stored data may be lost during the process of repair. Please ensure that you have saved this data elsewhere prior to sending to us for repair.
- 9.11 Unless otherwise stated, you are responsible for the costs associated with claiming under this clause 9.

### Remote assistance

- 9.12 Where you ask us to provide remote assistance in relation to a suspected TBM service fault, you give us permission to access your computer and system remotely and you will need to download software onto your computer to enable us to do so. You must also provide us with passwords to your computer and systems (as required) and reasonable assistance with using your systems so that we can provide the assistance to you.
- 9.13 If you will be giving us access to personal information of individuals as part of providing assistance to you, you must have obtained any necessary privacy consents from those individuals.
- 9.14 Your equipment configuration may revert back to Telstra default configuration if required as part of rectifying an equipment fault.
- 9.15 We may need to remotely upgrade your Telstra Business Smart Modem™ from time to time, to ensure that the configuration of the equipment is up-to-date and that your equipment continues to operate correctly during the warranty period. You may experience a short interruption to your TBM service during such an upgrade.

### Software

- 9.16 Any software we supply you in connection with your TBM service is subject to the terms and conditions that accompany it.
- 9.17 We may supply software to you and grant you a revocable non-exclusive non-transferable licence to use the software on these terms.
- 9.18 If we supply software to you, you must:
- (a) only use it (including storing, loading, installing, executing or displaying it on a computer) with the TBM service;
  - (b) only use it in accordance with our reasonable directions from time to time;
  - (c) not sub-licence, assign, share, sell, lease or otherwise transfer any right to use it to someone else;



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- (d) not copy (other than making one copy for archival or backup purposes), translate, adapt, modify, alter, de-compile, disassemble, or reverse-engineer the software; create any derivative work of the software; merge the software with any other software; or change the software in whole or in part, except as permitted under the Copyright Act 1968 (Cth); and
  - (e) not alter or remove any copyright or other intellectual property notifications applied to the software.
- 9.19 We do not provide support for non-standard software installed on any piece of equipment you purchase from us.

### Your Responsibility

- 9.20 It is your responsibility to choose, supply, configure and maintain (at your expense) your facilities and equipment on your side of the Network Boundary Point.

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## 10 Installation

### NBN Installations

- 10.1 A professional install is required for an NBN access service for which you have purchased a Telstra Business Smart Modem™ from us. The applicable charge set out in the Price List is payable for a professional install.
- 10.2 Where you use Approved Equipment and you are:
- (a) transitioning your existing Telstra ADSL service to an NBN access service, a professional install is required; or
  - (b) not transitioning your existing Telstra ADSL service to an NBN access service, you will be solely responsible for the installation of the NBN access service (other than the installation of the termination device provided by NBN Co). Professional install is available as an option.

### ADSL Installations

- 10.3 For each ADSL access service if you:
- (a) purchase a Telstra Business Smart Modem™ from us for an ADSL access service you will be solely responsible for the installation of that service. Professional install is available as an option; or
  - (b) use Approved Equipment for an ADSL access service you will be solely responsible for the installation of that service.
- 10.4 **Professional install** Where you purchase a Telstra Business Smart Modem™ from us, a professional install consists of:
- (a) if applicable, transitioning your existing Telstra ADSL service to an NBN access service;
  - (b) connecting your Telstra Business Smart Modem™ to the Network Boundary Point for the access service, and confirming the access service is working;

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- (c) connecting 1 Windows or Apple computer to the Telstra Business Smart Modem™ via an Ethernet lead (which you are required to provide) or via Wi-Fi, as applicable; and
  - (d) conducting a performance test.
- 10.5 Where you use Approved Equipment, the professional install will consist of those items listed in clause 10.4, to the extent the technician is able to perform those items having regard to the type of equipment used.

### Over the phone mentoring for NBN access services

- 10.6 Over the phone mentoring is available separately. Once an access service has been implemented you will be provided up to 30 minutes of over the phone assistance with activities such as:
- (a) connecting additional devices via Ethernet or Wi-Fi (for example, PC's, printers, tablets, smart phones and laptops) using a Telstra Business Smart Modem™;
  - (b) modifying the Wi-Fi wireless network on a Telstra Business Smart Modem™;
  - (c) use of an existing email account; and
  - (d) providing introductory training on CustData sign-on, password change and setup of email usage alerts and reporting tools.

### Onsite mentoring for NBN access services

- 10.7 Onsite mentoring is an optional service, which involves a technician attending your premises for up to 1 hour to assist with activities such as those referred to in clause 10.6.

### Not standard installation

- 10.8 We can charge you additional charges if the installation of your NBN access service is not standard (for example, because it is in a difficult location or because of obstacles in the terrain or a dwelling unit, or in commercial premises, or on advisement from the NBN Co). We or NBN Co will provide you a quote for a non-standard installation before commencing work.
- 10.9 You agree to give us reasonable access to your premises in order to carry out any necessary installation or maintenance work.

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## 11 Provisioning Times

### ADSL access service provisioning times

- 11.1 We aim (but do not guarantee) to provision your ADSL access service (if existing infrastructure is available) at our point of presence within 5 business days from the day we tell you that we have accepted your application.

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### Appointments for NBN access services

- 11.2 NBN Co may not need to attend your premises if an NBN fibre or wireless connection and network terminating device at the relevant premises is not needed. The second appointment will be attended by Telstra, who will connect your service.
- 11.3 Subsequent appointments with the NBN Co may be necessary for non standard installations. This will be assessed by the NBN Co technician at the time of your initial appointment, and you will be advised further at that time.

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## 12 Other work we do for you

- 12.1 We can charge additional fee-for-service charges for additional works associated with establishing your TBM service.
- 12.2 Our fee-for-service charges are set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms.

### Repairs and work outside the Network Boundary Point

- 12.3 Charges for installation, maintenance, consultancy and after sales activities not covered by a standard charge or contract are found in “Our Customer Terms [Fee-for-service \(Other work we do for you\)](#).” For example, these charges may apply if you ask us to repair a fault located on your side of the Network Boundary Point, or to install filters or splitters.

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## 13 Service assurance

### Help Desk

- 13.1 You can report TBM service difficulties to us 24 hours a day, seven days a week by calling our TBM technical support teams:

For all customers: 1800 066 594,  
or another number we specify from time to time.

- 13.2 You are responsible for backing up your software and data before we provide any support services to you.
- 13.3 Customers moving their existing Telstra ADSL services to an NBN access service may experience some interruption to their service.

### NBN access services

- 13.4 Service assurance for NBN access services is provided on the terms set out in the [Broadband \(NBN\) section](#) of Our Customer Terms.

### ADSL access services

- 13.5 Our standard service level under the [Standard Restoration and SLA Premium section](#) of Our Customer Terms for the ADSL access service is End of Next Business Day.

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### ADSL – scheduled outages

- 13.6 Sometimes we perform scheduled maintenance, upgrades or repairs to our ADSL access network and the service is not available as a result. This is a scheduled outage.
- 13.7 We aim (but do not guarantee) to tell you about scheduled outages for our ADSL access network at least five business days beforehand. We can do this by sending an e-mail to the person you have nominated as your technical contact.
- 13.8 We aim (but do not guarantee) to make sure our ADSL access network scheduled outages are performed between 2:00 am and 7:00 am (your local time) and do not exceed a total of 7 hours in a week or 14 hours in a quarter.

### Incorrect callout charge

- 13.9 An incorrect callout charge will be incurred by you if you report a fault in the TBM service and ask us to attend your premises to repair it, and we determine that there is no fault with the TBM service (for example, the fault is in your equipment). Please refer to the Price List for incorrect call out charges.

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## 14 Other Features

### Exchange Mail for ADSL access services

- 14.1 This feature is not available for NBN access services.
- 14.2 The Exchange Mail service is an email platform based on Microsoft Exchange. You may apply for Exchange Mail as an optional extra to your TBM service.
- 14.3 The applicable terms for the Exchange Mail service are set out in the [Managed ICT Services section](#) of Our Customer Terms.

### Internet Security and Protection

- 14.4 Internet protection services are not included with the TBM service. Internet protection services are available separately as an optional service.

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## 15 Special meanings

- 15.1 A reference to a time or a day in this section is a reference to the time or a day at the place where the relevant site is located.
- 15.2 In this section, the following words have the following meanings:

**Approved Equipment** means equipment referred to in clause 9.2.

**Business day** means any day, other than a Saturday, Sunday or recognised public holiday.

**NBN** means the network that is owned or controlled by, or operated by or on behalf of, NBN Co and includes any other network, systems, equipment and facilities used by NBN Co in connection with the supply of services.

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**NBN Co** means NBN Co Limited (ABN 86 136 533 741) and its related body corporates, officers, employees, agents, contractors, sub-contractors and consultants.

**Network Boundary Point** for ADSL access services means your side of the telephone socket at your premises.

**Network Boundary Point** for NBN access services means your side of the user network interface on the network termination device, being the termination device provided by NBN Co for the supply of the NBN component of the Broadband (NBN) service.

**Point of presence** is the place where an access service connects to our Internet access network.

**Price List** means the price list for the TBM service we issue from time to time.

**Telstra Business Smart Modem™** means a Telstra premium business modem (model v7610) which you purchased from us at the time you applied for the access service for which the modem is to be used.