

### Part B – Argent Dedicated

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# Our Customer Terms

## Argent Services Section

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### Part B – Argent Dedicated

Certain words are used with the specific meanings set out below under “Special meanings” on page 167 or in [the General Terms of Our Customer Terms](#).

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## 1 About this Part

- 1.1 This is part of the Argent Services section of Our Customer Terms. Provisions in other parts of the Argent Services section, as well as in the General Terms of Our Customer Terms, may apply.

See clause 1 of [the General Terms of Our Customer Terms](#) for more detail on how the various sections of Our Customer Terms should be read together.

See clause 1 of [Part A – General of the Argent Services section](#) for more detail on how the various parts of the Argent Services section should be read together.

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## 2 Argent Dedicated

### What is Argent Dedicated?

- 2.1 Argent carries transaction-based applications, including EFTPOS transactions.
- 2.2 Argent Dedicated carries short bursts of data between end user terminals and the host computers of a service provider who provides a transaction based service.
- 2.3 Argent is a two way carriage of communication between the host and the merchant.
- 2.4 The service uses either the X.25 packet handling capability of an ISDN control channel (D channel) to complete the connection to the service provider’s host computer.
- 2.5 Argent Dedicated 1, Argent Connect and Transaction Acquiring Service are all forms of Argent Dedicated.

### Argent Dedicated Cease Sale and Exit Notification

- 2.6 Argent Dedicated will not be available for purchase by new customers from 30 June 2018.
- 2.7 Argent Dedicated will not be available for purchase by customers who already receive Argent Dedicated from 30 June 2018; however, such existing customers will continue to be able to make configuration, software, and record changes.

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- 2.8 Argent Dedicated will be disconnected on 30 September 2019 in areas where the area's nbn rollout region disconnection date falls on or before 30 September 2019; in areas where the area's nbn rollout region disconnection date falls after 30 September 2019, Argent Dedicated will be disconnected in accordance with the nbn rollout region disconnection timetable.
- 2.9 Argent Dedicated is scheduled for exit in any remaining areas by 2022, with any specific date to be communicated in due course.
- 2.10 Further details on the preceding are set out in the document titled RM5(D), which is part of our nbn migration plan, and which is available on the ACCC website at: <https://www.accc.gov.au/regulated-infrastructure/communications/industry-reform/telstras-migration-plan>.

#### Availability

- 2.11 Argent Dedicated is available to our retail customers throughout Australia, if network infrastructure is available. The service is not available to Telstra wholesale customers.

#### Access to the service

- 2.12 You can access Argent Dedicated in one of two ways:
- (a) dedicated end user access (point to point or multi-point) – providing your terminal with dedicated connection to a host computer; or
  - (b) dedicated service provider access – providing your host computer with dedicated connection to end user terminals, so that you can offer an end-to-end connection as part of your service.

#### Technical specifications

- 2.13 For details about terminal access, transaction aggregation and host delivery, see our [Argent Specifications](#) on [www.telstra.com](http://www.telstra.com).
- 2.14 The service will support terminals designed to operate with our dedicated always-on network through the use of an Argent Terminal Adaptor for ISDN. For details about the Argent Terminal adaptor for ISDN, see its [User Guide](#) on [www.telstra.com](http://www.telstra.com).

#### Reverse billing

- 2.15 If your Argent Dedicated service connects to an Argent IP Host that has selected reverse billing on the Argent IP Host Port service, we will bill the relevant usage charges for

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your Argent Dedicated service to the Argent IP Host Port service.

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## 3 Connecting an Argent Dedicated service

### Provisioning Commitment

- 3.1 Our Provisioning Commitment is available for Argent Dedicated 1 and Argent Connect new connections and indoor removals where existing infrastructure is in place. The Provisioning Commitment involves us providing a provisioning commitment. For further information see the [Service Assurance and Provisioning Commitment Section of Our Customer Terms](#).

### Connection charges

- 3.2 We charge you the following charges for connecting a new Argent Dedicated service:

Argent Dedicated connection charges	GST excl.
Argent Dedicated 1 (per terminal point)	<b>\$305.00</b>
Argent Connect (per terminal access point)	<b>\$200.00</b>
Transaction Acquiring Service (per end user terminal access point)	<b>\$681.82</b>

### Other charges

- 3.3 We can apply additional fee-for-service charges for other works associated with service activation. The fee-for-service charges are set out in the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms.
- 3.4 When your order is completed, full rental and connection charges apply, less any existing and/or agreed discounts.

### Re-establishment charge

- 3.5 We charge you the following for re-establishing your Argent Dedicated service if it has been disconnected because you have not paid your account.

Re-establishment charge	GST excl.
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Re-establishment charge	GST excl.
Re-establishment charge following disconnection	<b>\$60.00</b>

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## 4 Argent Dedicated 1 and Argent Connect for end users

### Availability

- 4.1 Argent Dedicated 1 and Argent Connect are only available to end users who buy (or have an existing) ISDN 2 service which you acquire directly from us as a retail customer under the ISDN section of Our Customer Terms, and if at any time you cease to acquire such an ISDN 2 service from us we may cancel your Argent Dedicated 1 or Argent Connect service. If we cancel your service, you must pay us any early termination charges that would apply if you had cancelled your service. Argent Dedicated 1 and Argent Connect are no longer available to service providers.

### Service Features for end users

- 4.2 Argent Dedicated 1 and Argent Connect have the same features, but have different pricing.
- 4.3 For each Argent Dedicated 1 and Argent Connect service, we give you:
- (a) an Argent Dedicated service number;
  - (b) access to Argent Dedicated via an ISDN control channel (D channel) service (note: the ISDN D channel is included in an ISDN 2 service. The ISDN 2 service is not included as part of Argent Dedicated but is subject to separate terms and charges as outlined in the ISDN section of Our Customer Terms).
  - (c) access to your service provider's host computer via its Argent IP Host Port service with us; and
  - (d) use of an Argent Terminal Adaptor, if required.
- 4.4 To get the Argent Dedicated 1 and Argent Connect services, you must choose a service provider with an Argent IP Host Port connection to our network, whose host computer will accept calls from your terminal.

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#### Argent Dedicated 1 for service providers

- 4.5 If you are a service provider with an Argent Dedicated 1 service, it will be migrated to the Transaction Acquiring Service on or after 28 February 2004, unless you told us that you wished to terminate your service before that date. If you terminate your service, an end user who accesses that service may acquire the Argent Dedicated 1 service.
- 4.6 If you continue to receive the Argent Dedicated 1 service, we give you (for each host computer accessing the service):
- (a) an Argent Dedicated service number;
  - (b) access to our Argent Dedicated service network which will be provided via a Argent IP Host Port (bought by you under the [Argent IP Host Port Service section of Our Customer Terms](#)); and
  - (c) use of an Argent Terminal Adaptor, if required.

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## 5 Argent Dedicated 1 and Argent Connect charges

#### Monthly rental charges – if you are on yearly rates

- 5.1 We charge you the following monthly rental charge for your Argent Dedicated 1 service if you are on yearly rates:

<b>Argent Dedicated 1 monthly charge</b>	<b>Zone 1 (GST excl.)</b>	<b>Zone 2 (GST excl.)</b>
Argent Dedicated 1 monthly charge (per terminal access point)	<b>\$66.36</b>	<b>\$151.05</b>

- 5.2 We charge you the following monthly rental charge for your Argent Connect service if you are on yearly rates:

<b>Monthly charge – Argent Connect</b>	<b>GST excl.</b>
Argent Connect monthly charge (per terminal access point)	<b>\$30.00</b>

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#### Monthly rental charges – if you are on temporary rates

- 5.3 If you are on temporary rates we charge you double the monthly charge that would apply if you were on yearly rates (set out above), calculated for the number of days we supply you the service. A minimum charge of \$120.00 (GST excl.) applies. Our maximum charge over your term is equal to the monthly charges payable over 12 months.

#### Usage charges

- 5.4 We charge you the following for using Argent Dedicated 1 and Argent Connect. We charge for each kilosegment (i.e. a block of data up to 64 kilobytes).

Usage charges – Argent Dedicated 1 & Argent Connect	GST excl.
Argent Dedicated 1 charge (per kilosegment)	<b>\$2.80</b>
Argent Connect charge (per kilosegment)	<b>\$7.50</b>

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## 6 Transaction Acquiring Service for service providers

#### What is the Transaction Acquiring Service?

- 6.1 The Transaction Acquiring Service is the Argent Dedicated service for service providers only.
- 6.2 It provides you with an end-to-end service from your host computer to the end user's terminals. You must acquire a separate Transaction Acquiring Service for each end user terminal accessing the service.
- 6.3 If you have sufficient capacity and there are no faults with your equipment, the Transaction Acquiring Service can support a maximum of 2 standard EFTPOS transactions per second (a standard EFPOS transaction is an AS2805 EFTPOS transaction).

#### Service features

- 6.4 For the Transaction Acquiring Service, we give you (for each end user terminal accessing the service):



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- (a) an Argent Dedicated service number for the end user;
- (b) access to the Transaction Acquiring Service network from the end user terminal via an ISDN control channel (D channel) service (which is part of the service);
- (c) access to the Transaction Acquiring Service network from your host computers which will be provided via a Argent IP Host Port service (note: The Argent IP Host Port service is not included as part the Transaction Acquiring Service. You must buy it under separate terms and charges as outlined in the Argent IP Host Port Service section of Our Customer Terms); and
- (d) use of an Argent Terminal Adaptor for ISDN, if required.

#### **Your relationship with your end users**

- 6.5 You will be solely responsible for your relationship and any arrangements you have with an end user.
- 6.6 You must authenticate and verify the identity of end users and require end users to take all measures necessary to ensure the security and integrity of the service.
- 6.7 You must (at your cost):
- (a) ensure that the terminal equipment used by an end user is fully configured and operational, is of a high quality and supplied in a professional manner and will not injure our reputation or goodwill;
  - (b) also ensure that the terminal equipment is approved by us in advance for use with the service and complies with all relevant Australian Communications Authority technical requirements;
  - (c) provide end user relationship management services;
  - (d) provide end users with training on the operation of the service including procedures to be used during service degradation and outages;
  - (e) provide a network management service to control the administration, configuration and fault management of your services using dedicated network management terminal(s);
  - (f) provide a 24 hours per day, 7 days per week help desk for end users to contact about queries or problems with the service; and

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- (g) provide such information and assistance as we reasonably need to provide the service.
- 6.8 You must immediately tell us if you know about any claim or complaint arising from the use of the service.
- 6.9 You must not knowingly do (or allow an end user or any third party to do) anything likely to impair, interfere with or damage the facilities used by us to provide the service.
- 6.10 You can only make (and we are only liable for) representations or statements on our behalf to any person about the Transaction Acquiring Service if it is consistent with any written specifications for the service we give you. This extends to statements about the service's suitability for any particular use, compatibility with any equipment, characteristics and performance.
- 6.11 You must comply with all laws, regulations and regulatory requirements relating to the carrying out of the EFTPOS services.
- 6.12 You promise that you own, or have all necessary licences to, all intellectual property rights you use in performing your obligations in supplying the EFTPOS service. You also promise that your supply of the EFTPOS Service will not infringe the intellectual property rights of any third party.
- 6.13 As Telstra has no control over your supply of EFTPOS services, you must ensure that the EFTPOS services you provide will not be used in a manner which would result in us suffering any loss or damage. If you fail to do so, you will be liable to us for any loss or damage we suffer and any liability and costs (including legal costs) we incur relating to the use (or attempted use) of the EFTPOS service by any person. A reference to "we" or "us" in this clause includes our officers, employees and agents. Your liability under this clause is in addition to any liabilities under [the General Terms of Our Customer Terms](#).

#### **Disconnecting your service**

- 6.14 We can disconnect your service supplied to an end user's premises if we think it has become unsafe or hazardous to our network.

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## **7 Access to the Transaction Acquiring Service**

### **Terminal access**

- 7.1 Where you need terminal access to the service, you must give us the name of the end user and the address of their premises that is to be supplied. The address must be a

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single, unique address and the end user must own or lease the premises. A separate service is needed for each distinct place.

- 7.2 You can only provide us any personal information in complying with this clause if the end user has consented to it.
- 7.3 We will assess the technical feasibility and availability of the address you provide. If the service is feasible and available, we will provide the ISDN component of it. We may not supply the Transaction Acquiring Service where ISDN is not available or where we believe installation is not technically feasible.
- 7.4 If our network infrastructure already exists at the address you provide and is being used by us to supply a service to the end user, we can contact the end user about using that infrastructure to supply the service on your behalf.

#### **New infrastructure**

- 7.5 If we are required to provide you with new network infrastructure with the service at the nominated address, then you must obtain the end user's permission for us to access their premises and install any infrastructure.

#### **Equipment**

- 7.6 You need to ensure that the end user's premises have a 240 volt power supply and protective earth for the network terminating device.
- 7.7 If the 240 volt power supply fails, the service at your end user's premises will not work. We are not responsible for any failure.
- 7.8 You must ensure that all telecommunications cabling on the end user's premises beyond our network boundary (except for the network terminating device):
- (a) meets the Australian Communication Authority's minimum technical requirements; and
  - (b) has been installed by a registered cabling provider.
- 7.9 You must also ensure that all equipment owned or used by the end user to access the EFTPOS service or which is otherwise connected to our network meets the Australian Communication Authority's minimum technical requirements.
- 7.10 You can only allow a person to interfere with

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- (a) any network terminating device to which an ISDN service is connected; or
- (b) any other equipment,

used to supply the Transaction Acquiring Service if you first tell us in writing and we agree. This includes connecting any apparatus to any circuit comprised in the network terminating device.

#### Your liability to us

- 7.11 If you or your end user perform (or let someone else perform) any work in connection with the service without getting our approval first, we can charge you for any costs we incur in doing corrective work. We will only do so if we believe it is needed because of the work you or your end user performed or allowed someone to perform. We will work out our costs and provide them to you in writing.

#### Call barring – ISDN 2

- 7.12 If we use ISDN 2 to provide the Transaction Acquiring Service to you and it is not also used by an end user in connection with another one of our services, we will bar all outgoing calls from the information channels (B channels) of that ISDN 2 service. You must pay any charges arising from reverse charge calls being accepted on the ISDN 2 service associated with their Transaction Acquiring Service.

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## 8 Transaction Acquiring Service charges

### Monthly access charge

- 8.1 We charge you the following monthly access charges for your service:

Transaction Acquiring Service monthly charge	GST excl.
Per end user terminal access point	\$179.33

### Usage charges

- 8.2 We charge you the following for using the service. We charge for each kilosegment (ie a block of data up to 64,000 bytes).

Transaction Acquiring Service usage charge	GST excl.
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Transaction Acquiring Service usage charge	GST excl.
Charge per kilosegment	<b>\$2.80</b>

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## 9 Other charges

### Service modification charge

- 9.1 We charge you the following for modifying your Argent Dedicated service.

Service modification charge	GST excl.
Per modification	<b>\$50.00</b>

### Test Network Facilities charge

- 9.2 We charge you the following for Test Network Facilities.

Test Network Facilities charge	GST excl.
Monthly charge (per test port)	<b>\$145.00</b>

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## 10 Network management options

- 10.1 There are two optional network management services available: the customer network management service and the Telstra network management service.
- 10.2 The customer network management service allows you to control the administration, configuration and fault management of your services using dedicated network management terminals. This option is available for customers of Argent Dedicated 1, Argent Connect and the Transaction Acquiring Service.
- 10.3 With the Telstra network management service we are responsible for the administration, configuration and fault management of the your services, including network reporting. This option is available for customers of Argent Dedicated 1 and Argent Connect.

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## 11 Argent customer support

### Customer Support Options

- 11.1 Our Customer Support Options allow you to choose the type of Help Desk support you receive from us. Our Help Desk hours of operation are 8am – 7pm, Monday – Friday
- 11.2 If you are a customer of Argent Dedicated 1 or Argent Connect, our Customer Support Options allow you to choose the type of Help Desk support you receive from us. You can choose from all of the following Customer Support Options: Independent, Managed Retail Network, Bureau Service and Service Provider.

### Independent

- 11.3 The Independent option allows you to choose a basic support option to report faults. There are no charges associated with this option.

### Managed Retail Network (MRN)

- 11.4 With the Managed Retail Network options you house your own central help desk to filter calls from your regional business offices or franchisees. We offer a specialised help desk number to allow us to proactively manage any faults reported on the Argent service. In addition, personalised consultancy and specialised customer reports are also available.
- 11.5 We charge you the following for this option:

Managed Retail Network Option	GST excl.
Each terminal (per month)	\$7.00

### Bureau Service

- 11.6 With the Bureau Service option you do not house your own centralised help desk, but you have access to the same facilities as the Managed Retail Network option. We offer a specialised help desk number, to allow us to proactively manage any faults reported on the Argent service. In addition, personalised consultancy and specialised customer reports are also available.
- 11.7 We charge you the following for this option:

Managed Retail Network Option	GST excl.
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<b>Managed Retail Network Option</b>	<b>GST excl.</b>
Each terminal (per month)	<b>\$10.00</b>

#### **Service Provider**

- 11.8 You can choose the Service Provider option if you have host computer access to Argent Dedicated. This option enables you to access our network management facility that provides visibility of services for fault diagnosis. If you are an end user, then you must choose a service provider to provide this option and we do not charge you separately for this option.
- 11.9 We charge service providers the following for this option. We charge you an establishment charge and an ongoing charge (per month). The establishment charge for the first network management terminal may be paid in 36 equal monthly instalments. All instalments remain payable if the service is cancelled.

<b>Service Provider Network Management option</b>	<b>GST excl.</b>
First network management terminal	
- Establishment charge	<b>\$105,600.00</b>
- Ongoing charge (per month)	<b>\$6,995.00</b>
Each additional network management terminal	
- Establishment charge	<b>\$10,596.00</b>
- Ongoing charge (per month)	<b>\$1,678.00</b>

- 11.10 If you are an end user, you can choose to have your service provider to provide fault management support. If you do, we do not charge you separately.

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## **12 Service levels and performance**

#### **Availability of service**

- 12.1 The target availability for Argent Dedicated services is 99.80% for all the terminals on the network measured over a three month period.

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- 12.2 Our target availability refers to the availability of Argent Dedicated the network, for data communications from terminal to host and is expressed as the proportion of time (24 hours per day) for which communication is possible in any period of three calendar months. It excludes:
- (a) the ISDN access links between our exchange and the connection at the end user's premises and the physical tail of the IP host link; and
  - (b) any period of scheduled or emergency maintenance to the network.

#### Delay

- 12.3 You acknowledge that the Transaction Acquiring Service has a maximum number of transactions that can be made at one time. You can find the details of this in the service description above. If an end user attempts to make a transaction at a time where the maximum number of transactions is being utilised or at a time where there is a large number of transactions, the transaction may be delayed.
- 12.4 The mean packet transfer delay objective through the network is 3.6 seconds for all other Argent Dedicated services for the following conditions:
- (a) X.25 call setup and virtual circuit establishment to host through the Argent network has been completed;
  - (b) Terminal Sign-On option is switched off;
  - (c) Terminal link speed is 2400 bit/s. Host link speed is 9600 bit/s;
  - (d) Delay is round trip from terminal to host to terminal ignoring host delay;
  - (e) Delay is from first bit sent to last bit received by terminal;
  - (f) Data length is 100 octets.

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## 13 Special meanings

The following words have the following special meanings:

**building entry point** is the point where cable crosses or goes through the perimeter of



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your building.

**end user** means a person with end user terminal access to Argent Dedicated and who acquires such access either through a service provider (in the case of the Transaction Acquiring Service) or directly as our customer (in the case of Argent Dedicated 1 or Argent Connect).

**network boundary** means the boundary as ascertained in accordance with section 22 of the Telecommunications Act 1997.

**property entry point** means:

- (a) where we supply you a service using a cable, the point where the cable enters your property;
- (b) where we supply you a service using radio, the base of the antenna’s supporting structure on your property.

**network terminating device** means a device that provides physical and electromagnetic termination of the U-interface two-wire transmission line.

**service provider** means a person with a host computer providing EFTPOS or another merchant acquiring service.

**zone 1** refers to the situation where access to Argent Dedicated 1 is provided in one of the following the local call areas (a local call area of a particular location is the area from within which a caller can make a local call from our Basic Telephone Service to the centre of that location. Local call is defined in [Part A – General of the Basic Telephone Service section of Our Customer Terms](#)). Zone 1 areas are the local call areas of:

<b>Victoria</b>	Melbourne CBD, Ascot, Bacchus Marsh, Ballarat, Belgrave, Belmont, Bendigo, Bentleigh, Blackburn, Boronia, BoxHill, Brighton, Brooklyn, Brunswick, Bulleen, Bundoora, Burwood, Camberwell, Canterbury, Carlton, Caulfield, Chelsea, Cheltenham, Clayton, Coburg, Collingwood, Cranbourne, Croydon, Dandenong, Deepdene, Doncaster, Eltham, Fawkner, Ferntree Gully, Footscray, Frankston, Gardenvale, Geelong, Glen Iris, Glenroy, Greensborough, Hawthorn, Heidelberg, Highett, Jordanville, Keysborough, Lilydale, Maidstone, Malvern, Melton, Mitcham, Mordialloc, Mornington, Newport, North Essendon, North Melbourne, Northcote, Oakleigh, Port Melbourne, Preston, Richmond, Ringwood, South Oakleigh, South Yarra, Springvale, St Albans, St Kilda, Sunshine, Tally Ho, Thomastown, Toorak, Tullamarine, Wantirna, Werribee, Wheelers Hill, Windsor
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<b>New South Wales</b>	Sydney CBD, Albury, Ashfield, Balmain, Bankstown, Baulkham Hills, Belconnen, Belmont, Blacktown, Blakehurst, Bondi, Braddon, Burwood, Campbelltown, Campsie, Cardiff, Carlingford, Carramar, Carramar, Castle Hill, Charlestown, Chatswood, Coffs Harbour, Corrimal, Cremorne, Cronulla, Dapto, Darlinghurst, Deakin, Dee Why, Drummoyn, Dubbo, Dural, Edgecliff, Engadine, Frenchs Forest, Fyshwick, Gosford, Grafton, Granville, Guildford, Hamilton, Harbord, Haymarket, Homebush, Hornsby, Hurstville, Ingleburn, Kambah Kensington, Kingsgrove, Kogarah, Lakemba, Lane Cove, Lidcombe, Lismore, Liverpool, Maitland, Manly, Manuka, Maroubra, Mascot, Mayfield, Miranda, Mosman, Narrabeen, New Lambton, Newtown, North Parramatta, North Ryde, North Sydney, Nowra, Parramatta, Pendle Hill, Pennant Hills, Penrith, Petersham, Pymble, Queanbeyan, Randwick, Redfern, Revesby, Riverstone, Rockdale, Ryde, Scullin, South Strathfield, St Leonards, St Marys, Sutherland, Tamworth, Taree, Tuggeranong, Undercliffe, Wagga, Warilla, Waverley, Wetherill Park, Wolfe, Wollongong, Woy Woy, Wyong
<b>Queensland</b>	Brisbane CBD, Ascot, Beenleigh, Bundaberg, Burleigh Heads, Caboolture, Cairns, Capalaba, Chapel Hill, Charlotte, Chermiside, Coombabah, Currumbin, Edison, Eight Mile Pln, Gulliver, Ipswich, Lutwyche, Mackay, Maroochydore, Mitchelton, Mt Gravatt, Nambour, Nerang, Newmarket, Oxenford, Redcliffe, Rockhampton, Salisbury, Slacks Creek, Southport, Strathpine, Sunnybank, Surfers Pdse, Toowong, Toowoomba, Townsville, Tweed Heads, Wacol, Woolloongabba, Wynnum, Yeronga, Zillmere
<b>South Australia</b>	Adelaide CBD, Brighton, Darwin Blake S, Edwardstown, Elizabeth, Flinders, Gawler, Gepps Cross, Glenelg, Glenunga, Lonsdale, Modbury, Norwood, Paradise, Port Adelaide, Prospect, Salisbury, St Marys, Unley, West Adelaide, Woodville
<b>Western Australia</b>	Perth CBD, Applecross, Armadale, Ascot, Bulwer, Bunbury, Cannington, Cottesloe, Fremantle, Geraldton, Hamersley, Hilton, Kalgoorlie, Karratha, Maylands Axe, Midland, Mt Hawthorn, Mullaloo, Pier, Rockingham, Subiaco, Tuart Hill, Victoria Park, Wanneroo
<b>Tasmania</b>	Hobart, Glenorchy, St John

**zone 2** refers to the situation where access to Argent Dedicated 1 is provided in an area not in zone 1.