
***TELSTRA OPTIONS BUSNET 10 SERVICE SECTION OF THE STANDARD
FORM OF AGREEMENT***

TELSTRA OPTIONS BUSNET 10 SERVICE SECTION OF THE STANDARD FORM OF AGREEMENT

Words that appear *like this* in this Section have the special meanings set out in clause 5

1 TERM OF SECTION

This Section takes effect on 4 November 2005.

2 GENERAL TERMS AND CONDITIONS

- 2.1 *Telstra's General Terms and Conditions* form part of this Section.
- 2.2 Where any provision of this Section specifies the circumstances in which Telstra may suspend, limit or cancel the provision of a particular service, that provision applies in addition to, and not instead of, the provisions set out in the *Telstra's General Terms and Conditions*.
- 2.3 Except as provided for in clause 2.2 above, if there is an inconsistency between *Telstra's General Terms and Conditions* and this Section, then this Section prevails.

3 TELSTRA OPTIONS BUSNET10 SERVICE

- 3.1 This clause 3 sets out the terms on which *Telstra* may supply the *Telstra Options BusNet10 Service*.
- 3.2 A *Customer* may apply for a *Telstra Options BusNet10 Service*.
- 3.3 To be eligible to apply for a *Telstra Options BusNet10 Service*, the *Customer* must:
- (a) have a *Primary Telephone Line* and a *Nominated Telephone Line* (that is, at least two separate line connections); and
 - (b) for both the *Primary Telephone Line* and the *Nominated Telephone Line*, acquire directly from *Telstra Access Services, Local Calls* and *Calls to Cellular Mobile Services* and preselect *Telstra* as the *Customer's* preferred carriage service provider for *National Long Distance Calls* and *International Calls*; and
 - (c) have a *Business Service* with respect to the *Nominated Telephone Line*. The *Customer* is responsible for all necessary installation costs, if any, associated with the *Nominated Telephone Line*; and
 - (d) elect to have the charges relating to its *Primary Telephone Line, Nominated Telephone Line* and *Telstra Options BusNet 10 Service* consolidated into one account.
- 3.4 Where a *Customer* makes an application for a *Telstra Options BusNet 10 Service* and if *Telstra* agrees to approve the application, *Telstra* will supply the *Telstra Options BusNet 10 Service* applied for to the *Customer* on the terms set out in this Section.
- 3.5 A *Customer* of a *Telstra Options BusNet 10 Service* will be entitled to receive from *Telstra* one *Certificate Number* for each *Telstra Options BusNet 10 Service*. *Telstra* provides *Certificate Numbers* in connection with the provision of the *Primary Telephone Line* and *Nominated Telephone Line* referred to in clause 3.3.
- 3.7 The *Customer* may, but is not obliged to, use the *Certificate Number* to access internet services. *Telstra* supplies the internet services that are accessed by the *Customer* through a *Certificate Number*. *Telstra* may appoint an agent or contractor to provide the internet services.

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- 3.8 The *Customer* agrees to pay *Telstra's Standard Monthly Rental Rate* in relation to the *Nominated Telephone Line* until such time as the *Customer* uses the *Certificate Number* to access internet services, in which case clause 3.7 applies.
- 3.9 If at any time the *Customer* ceases to be eligible for the *Customer's Telstra Options BusNet Service* in accordance with clause 3.3:
- (a) the *Telstra Options BusNet 10 Service* charges referred to in clause 3.7 will cease to apply to the *Nominated Telephone Line*; and
 - (b) *Telstra's Standard Monthly Rental Rate* will apply to the *Nominated Telephone Line* on and from the date that the *Customer* ceases to be eligible; and
 - (c) the *Customer's Certificate Number* ceases to be valid.
- 3.10 In providing the *Telstra Options BusNet 10 Service*, *Telstra* is not responsible for the operation of any *Customer*-supplied or third party equipment or applications connected to the *Telstra Options BusNet 10 Service*.
- 3.11 *EasySaver Business Advantage* services are not available with the *Telstra Options BusNet10 Service* for the *Customer's Nominated Telephone Line*.
- 3.12 *Telstra Rewards Packages* is not available on any *Customer* account in respect of which the *Customer* already subscribes to a *Telstra Options BusNet 10 Service*.
- 3.13 *Telstra* may modify or withdraw the *Telstra Options BusNet 10 Service*, in whole or in part, in accordance with *Telstra's General Terms*.

4 INTERPRETATION

- 4.1 In this Section, the following words and abbreviations have the following meanings:

Access service means a *Basic Telephone Service*, *public payphone*, *cellular mobile service*, or other type of telecommunications service, whether provided by *Telstra* or not, which can be used to make calls of one or more types included in the *Basic Telephone Service* section of *Our Customer Terms*.

Basic Telephone Service has the meaning given in the *Basic Telephone Service* section of *Our Customer Terms*.

Business Service has the meaning given in the *Basic Telephone Service* section of *Our Customer Terms*.

Calls to Cellular Mobile Services means “calls to mobile numbers” as defined in the *Basic Telephone Service* section of *Our Customer Terms*.

Certificate Number means a unique number that a *Customer* of a *Telstra Options BusNet10 Service* may use to access internet services on the terms and conditions set out in Table 1.3 .

Customer has the meaning given to it by *Telstra's General Terms and Conditions*.

EasySaver Business Advantage has the meaning given in the *PSTS* section of *Telstra's Standard Form of Agreement*.

General Terms and Conditions means the *General Terms of Our Customer Terms*, a copy of which is available for inspection at most *Telstra* shops

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

International Calls have the meaning given in the *Basic Telephone Service* section of *Our Customer Terms*.

Local Calls have the meaning given in the *Basic Telephone Service* section of *Our Customer Terms*.

National Long Distance Calls means “long distance calls” as defined in the *Basic Telephone Service* section of *Our Customer Terms*.

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Nominated Telephone Line means a *Telstra Basic Telephone Service* connected into the *Customer's* property that is nominated by the *Customer* as the primary telephone line for the *Telstra Options BusNet 10 Service*.

PSTS means the Public Switched Telephone Service.

Standard Form of Agreement or **Our Customer Terms** means *Telstra's* standard form of agreement as formulated for the purposes of section 479 of the Telecommunications Act 1997.

Standard Monthly Rental Rate means the monthly charges for a *Business Service* as set out in the Basic Telephone Service section of Our Customer Terms.

Telstra means Telstra Corporation Limited ACN 051 775 556, ABN 33 051 775 556, and includes *Telstra's* successors and assigns.

Telstra Options BusNet10 Service means a service offering the benefits set out in Table 1.1.

Telstra Rewards Packages has the meaning given in the *Telstra Rewards Packages* section of Our Customer Terms.

TABLE 1.1 - TELSTRA OPTIONS BUSNET 10 SERVICE

The *Telstra Options BusNet10 Service* provides the *Customer* with a *Certificate Number* and monthly charges for the *Nominated Telephone Line* as set out in clauses 3.7 and 3.8.

TABLE 1.2 - TELSTRA OPTIONS BUSNET 10 SERVICE MONTHLY RENTAL RATE

	<i>Telstra Options BusNet10 Service</i> monthly rate	
	GST excl	GST include
	\$35.00	\$38.50
Any additional internet hours used will be charged at \$2.64 per hour (GST incl). Any internet hours used with a telephone line other than the <i>Customer's Nominated Telephone Line</i> , will be charged at applicable standard <i>Telstra Big Pond</i> rates. Maximum continuous internet access time is 24 hours.		

EasySaver Business Advantage services are not available with the *Telstra Options BusNet 10 Service* for the *Customer's Nominated Telephone Line*.

Telstra Rewards Packages is not available on any *Customer* account in respect of which the *Customer* already subscribes to the *Telstra Options BusNet 10 Service*.

TABLE 1.3 - TERMS AND CONDITIONS OF CERTIFICATE NUMBER

Certificate Number: [insert number]

A valid and current Certificate Number entitles the *Customer* to use up to 10 hours of *Telstra Big Pond Small Business AnyTime Rewarder Access* per month, using the *Customer's Nominated Telephone Line*. These hours are included in the *Customer's Telstra Options BusNet10 Service* monthly rental rate of \$38.50 (including GST), or such other price as notified from time to time. Any additional hours that are used by the *Customer* beyond 10 hours of *Telstra Big Pond Small Business AnyTime Rewarder Access* per month will be charged at \$2.64 per hour (including GST), unless otherwise notified from time to time. Any hours used by the *Customer* using a telephone line other than the *Customer's Nominated Telephone Line*, will be charged at the applicable standard *Telstra Big Pond* rates. Unused internet hours are not cumulative and will not be rolled over into the next month. The *Customer* may have a maximum of 24 hours continuous internet access time, unless otherwise notified from time to time.

The *Customer* may use a valid and current *Certificate Number* to access *Telstra Big Pond Business* to get the above benefits. The *Customer* is not obliged to use the *Certificate Number*. If the *Customer* would like to use the *Certificate Number* to access *Telstra Big Pond Business*, the *Customer* must connect to *Telstra Big Pond Small Business AnyTime Rewarder Access* by 30 June 2001. On connection, the *Customer* must agree to be bound by the terms and conditions of *Telstra Big Pond Business* (as amended from time to time). It is recommended that the *Customer* reads and understands the terms and conditions of *Telstra Big Pond Business* at www.bigpond.com/business/ before using this *Certificate Number*. A copy of the *Telstra Big Pond* terms and conditions is also available for inspection at most *Telstra* shops.

The use of this *Certificate Number* may not suit the *Customer* if the *Customer* is unable to call the location of the access point for the price of a local call. The *Customer* can obtain further information regarding this by calling *Telstra's* "Cost of Telephone Calls" service on 12552 at no charge.

The *Customer* should refer any enquiries regarding *Telstra Big Pond Business* to the *Telstra Big Pond Business Customer Support Centre* by ringing 132284 or such other number as *Telstra Big Pond Business* may notify the *Customer* from time to time.

If at any time the *Customer* accesses *Telstra Big Pond Business* on the *Customer's Nominated Telephone Line* without using a valid and current *Certificate Number*, the *Customer* will be placed on the *Telstra Rewarder Plan* or such other plan as notified from time to time and will be charged the applicable fees and charges associated with that plan. Details of the *Telstra Rewarder Plan* and other *Big Pond Business* internet access plans, including the applicable fees and charges, can be found at www.bigpond.com/business/ and is available for inspection at most *Telstra* shops.

The use of this *Certificate Number* does not apply to ISDN, Rural Connect internet access or pre-paid card internet access.

This *Certificate Number* is not redeemable for cash or other goods. The *Customer* is responsible for normal telecommunications charges associated with its internet access.

Note: terms appearing *like this* have the meanings given in this document or the *Telstra Options BusNet Services* section of *Telstra's Standard Form of Agreement*.