

### Part B – Telstra Business Broadband

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### Part B – Telstra Business Broadband

Certain words are used with the specific meanings set out on page 39 and in the [General Terms of Our Customer Terms](#).

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## 1 About this Part

- 1.1 This is Part B - Telstra Business Broadband of the Internet Solutions 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 the General Terms of Our Customer Terms.

### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in this Part B - Telstra Business Broadband section, then this Part B - Telstra Business Broadband applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of this Part B - Telstra Business Broadband 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.

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## 2 General

### Availability

- 2.1 The Telstra Business Broadband (**TBB**) service is not available to Telstra Wholesale customers or for resale.
- 2.2 To be eligible for a TBB service you must have an ABN, ACN or ARBN. We supply the TBB service for business purposes and you must use the service predominantly for business purposes.
- 2.3 If you are an existing Telstra customer and sign up to a new Telstra Business Broadband Plan, any discounts (for example, loyalty discounts) will not apply to your new Telstra Business Broadband Plan.

### What is the TBB service?

- 2.4 The TBB service gives you a high performance, carrier-grade, dedicated connection to the Internet via our points of presence around Australia and is provided over ADSL or the nbn™ network.

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- 2.5 The TBB ADSL service uses ADSL to connect your premises to our Internet access network. The TBB on the nbn™ network service uses the NBN access service to connect your premises to our Internet access network.
- 2.6 In This Part B, references to “TBB” and “Telstra Business Broadband” mean Telstra Business Broadband provided over ADSL or the nbn™ network (single site or multisite) as applicable.

#### ADSL

- 2.7 ADSL delivers high-speed data and voice services over a standard basic telephone service that is provided by our public switched telephone network, whether such service is provided by us or another telephone company.
- 2.8 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 telephone service.
- 2.9 The transmission method for your TBB ADSL service 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 TBB service, but if it affects these terms for your service, we will comply with our obligations under Our Customer Terms when we do so.
- 2.10 If you obtain a TBB ADSL service, we will deliver your service via ADSL1 or ADSL2+ technology depending on availability. This technology provides the following capabilities for some customers:
- (a) ADSL1: access speeds up to 8,000kbps (Downstream) and up to 384kbps (Upstream); or
  - (b) ADSL2+: access speeds up to 20,000kbps (Downstream) and up to 1,000kbps (Upstream).
- 2.11 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 High Speed ADSL customers in ADSL2+ areas will have access speeds around 10,000kbps or more. About 70% of High Speed ADSL customers in ADSL1 areas will have access speeds around 6,000kbps or more.
- 2.12 In some cases, where we reasonably consider it is necessary to improve network performance, we may need to reduce the maximum achievable speed on your TBB ADSL service (but not below 8000/384) for a period we reasonably consider necessary.

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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 TBB High Speed ADSL service by giving us notice within 42 days of the date we notify you of the change. If you cancel your TBB service ADSL service for this reason:

- (a) your TBB ADSL 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).

2.13 If you select TBB ADSL, you must have a basic telephone service provided by us or someone else on our public switched telephone network for us to provide the TBB service to you. You have to be the end user of that telephone service and stay the end user while you receive the TBB 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.

2.14 You have to tell us if the basic telephone service over which we provide the TBB ADSL service is cancelled. You will not be able to use your TBB ADSL service if that basic telephone service is cancelled but we will continue to charge you for your TBB ADSL service until you cancel it.

#### **NBN**

2.15 The the nbn™ network access service uses the Broadband (the nbn™ network) service, and is provided on the terms set out in the [Broadband \(NBN\) section of Our Customer Terms](#).

2.16 The nbn™ network access services will not be available in all areas or to all premises.

2.17 The TBB on the nbn™ network service is a “best efforts” internet access service that is generally 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.

2.18 The nbn™ network is a network shared by many end users. The shared nature of the network 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.

2.19 Speeds on the nbn™ network vary depending on your nbn™ network 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

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performance of interconnecting infrastructure not operated by us. Below are the nbn™ network speed tiers across nbn™ network access types:

Speed Tier	Typical minimum download speed during business hours	Access Type
Basic Speed	10Mbps	FW, FTTP, FTTN/B, HFC
Standard Speed	20Mbps	FW, FTTP, FTTN/B, HFC
Standard Pro Speed	20Mbps	FTTP, FTTN/B, HFC
Standard Plus Speed	40Mbps	FW, FTTP, FTTN/B, HFC
Premium Speed	80Mbps	FTTP, FTTN/B, HFC

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### 3 Your use of the service

- 3.1 If you acquire a nbn™ network access service at a location, you cannot later acquire a Telstra ADSL access service at the same location.
- 3.2 Other Telstra services will be compatible with nbn™ network access services only if we expressly say they are.

#### Acceptable use

- 3.3 You have to do what we reasonably tell you to do relating to your use of the TBB service, including complying with our [Acceptable Usage Policy](#) (as we may vary from time to time in accordance with our variation rights set out in Our Customer Terms). A breach of the Acceptable Usage Policy is a material breach of these terms.
- 3.4 You must not use the TBB service, or let anyone use the TBB service:
- (a) to menace or harass any person or injure or damage anyone or anything;
  - (b) for a purpose that a reasonable person would consider offensive;
  - (c) to infringe another person's intellectual property rights;
  - (d) to misuse another person's confidential information;
  - (e) to infringe or commit an offence against any law, standard or code;
  - (f) to send or receive instructions that could damage or injure somebody or something if implemented;

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- (g) in a way that exposes either you or us to risk of prosecution or legal or administrative action under any law;
- (h) to interfere with, disrupt or affect the availability or use of the Internet or any other network or computer system;
- (i) in a way that results in a virus, worm, Trojan or similar program being sent through the TBB service from your equipment; or
- (j) in breach of our Acceptable Usage Policy.

#### **Billing**

- 3.5 You must set up your Telstra account for monthly billing in order for us to provide the TBB service to you.
- 3.6 The TBB service is only available as a monthly billed service. The monthly plan fee is charged in advance, and will be pro-rated if the TBB service is connected for part of the billing month or if the billing allowance changes during a billing month.
- 3.7 Your bill on TBB may include;
- (a) a once off activation charge, an installation charge, equipment purchases and optional fee-for-service charges.
  - (b) an excess data usage charge, determined at the end of your billing month
- 3.8 TBB on the NBN charges will be pro-rated if there are any changes to Speed Tiers during a billing month.

#### **Transmission**

- 3.9 We do not promise successful data transmission using the TBB service. Temporary interruptions and packet loss may occur from time to time.

#### **Software**

- 3.10 Any software we supply you in connection with your TBB service is subject to the terms and conditions that accompany it.

#### **Telephone service disruption**

- 3.11 Your telephone service may be disrupted several times while we install your TBB service.

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- 3.12 You have to tell us if you have or get a security alarm monitoring service connected to the telephone service over which we provide TBB ADSL service.
- 3.13 We recommend you tell your security company that you have a TBB ADSL service installed because there may be a disruption to your telephone service while we install it.

#### Product incompatibility

- 3.14 Some products may be incompatible with your TBB service and so will not be available to you.

#### Equipment

- 3.15 You must ensure that you only use equipment that is compatible with your TBB ADSL or TBB on the nbn™ network service at your premises. We are not responsible for any loss, damage, costs or expenses incurred by you if you use your TBB service contrary to these requirements.
- 3.16 We can only provide limited technical support if you're using a router that wasn't purchased from us as part of your TBB Service.

#### Your responsibilities

- 3.17 It is your responsibility to choose, supply, configure and maintain your own facilities and equipment (at your expense).
- 3.18 You are responsible for the purpose or purposes for which you use your TBB service and any equipment. You are also responsible for the security of any equipment and the content and security of any data or information you send or receive using the Internet.

#### Suspending your TBB service

- 3.19 We can suspend your TBB 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).
- 3.20 If we suspend your TBB service because you are in serious breach of our terms or you are insolvent, we can require you to pay all outstanding charges before we end the suspension.

#### Cancelling your TBB service

- 3.21 We can cancel your TBB service by telling you in writing if your service has been suspended (other than a suspension by us without your default, material breach,



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insolvency or negligence) continuously for at least 30 days (including the day it was first suspended).

- 3.22 If your TBB 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 TBB service that would have been payable for the remainder of your 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 or where Our Customer Terms otherwise expressly state that the cancellation does not give rise to early termination charges. This amount is a genuine pre-estimate of our loss.
- 3.23 If you choose to cancel your TBB service, we will endeavour to cancel your TBB 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 authorised by you, we will charge you for the TBB service up to and including the last day the service is used.

#### **Transitioning from BigPond ADSL or TBB ADSL to TBB on the NBN**

- 3.24 Once the nbn™ network is rolled out in your location we will contact you to discuss whether you'd like to move your existing service to the N nbn™ network BN. You may apply to transition an existing ADSL service to a TBB on the nbn™ network service if the nbn™ network becomes available in your area.
- 3.25 If we accept your application, any change to your service will take effect from implementation into our billing systems. TBB on the nbn™ network.
- 3.26 We will notify you of any additional charges that apply to you or if there is anything you need to do to migrate.

#### **Migrating from BigPond ADSL to TBB ADSL**

- 3.27 If you are migrating from a current BigPond Broadband ADSL service to a TBB service, your standard BigPond (e.g. '@bigpond.com') mailbox/es will be kept open. We will keep the primary and up to 14 secondary mailboxes open at no cost.
- 3.28 We will close a BigPond mailbox if you ask us to in writing, or if you do not log in to a BigPond mailbox for a period of 180 days (6 months).
- 3.29 We will continue to bill you for all of your BigPond services including any BigPond Additional Services but you will receive a credit for your BigPond Broadband ADSL access charges which will be applied to your TBB ADSL bill. If you cancel your BigPond Broadband ADSL service, your credit will be pro-rated to the date of cancellation. The credit does not apply to any BigPond Additional Services.

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- 3.30 Any data usage on your BigPond Broadband ADSL mailbox accounts and services will contribute to your TBB data usage allowance.
- 3.31 If you subscribed to BigPond Broadband ADSL Static IP, the IP address allocated to your new Business Broadband service will change. You will be advised of your new TBB Static IP Address in a Configuration Advice.
- 3.32 You will be notified if we need to make any changes to this offer. You will continue to be subject to Our Customer Terms and any terms in your contract in relation to the use of your BigPond mailbox/es and any BigPond Additional Services.

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## 4 Standard features

### Access to the Internet backbone

- 4.1 The TBB ADSL service gives you access to our Internet access network, which is our data transmission network interconnecting our points of presence to the Internet based on the TCP/IP protocol.
- 4.2 The TBB on the nbn<sup>TM</sup> network service is an asymmetrical Internet access service which uses the nbn<sup>TM</sup> network (“NBN access service”) to connect your premises to our Internet access network.
- 4.3 We will do what is reasonable to maintain access routes and interconnection agreements with other member networks of the Internet.

### Static IP address

- 4.4 We will provide you with static internet protocol addresses (“IP Address”) per TBB service. IP Addresses assigned for TBB ADSL and TBB on the nbn<sup>TM</sup> network service will be Version 4 (IP v4) and Version 6 (IP v6). We may replace your 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.
- 4.5 You acknowledge that IP Addresses will be assigned from a pool of available Telstra 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).
- 4.6 We grant you a non-exclusive, non-transferable, revocable licence to use the IP Addresses for the sole purpose of using the IP Address with your TBB service. We reserve all other rights in the IP Address.

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- 4.7 You may not sub-licence, assign, share, sell, rent, lease, transfer or otherwise deal with the IP Address other than as granted to you under this section of Our Customer Terms.
- 4.8 You may apply for additional IP Version 4 Addresses for TBB on the nbn™ network services for an additional monthly fee.

<b>Additional Static IP Subnet Allocation Size</b>	<b>Usable IP Addresses Provided by Allocation</b>	<b>Price (\$/month)</b>
/30	2	\$10
/29	6	\$20
/28	14	\$30
/27*	30	\$40
/26*	62	\$50
/25*	126	\$60
/24*	254	\$70

- 4.9 Note: IPv4 has variable subnet levels depending on the required block size i.e. /30.../24 (where /24 is equivalent to 256 addresses). Additional IPv4 addresses \*/27 - \*/24 will be provided at our discretion and business case justification may be required.
- 4.10 If you are migrating from another Internet Service Provider to a TBB service you will be provided with a new IP Address. It is your responsibility to update your existing network configurations to take into account your new IP Address.
- 4.11 If you have IP Addresses issued by us for another Telstra service, you may be able to use those IP addresses with your TBB service.
- 4.12 You acknowledge that a request to change additional IP Addresses on your TBB service will result in the cancellation of the existing IP Addresses prior to the replacement addresses being assigned
- 4.13 You acknowledge that a service outage may occur on your TBB 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™ network access service is an IP Address issued by us for that service.

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#### CustData web page

- 4.14 You can access the [CustData web page](#) to access near real-time information and tools on your Internet traffic, service levels, make plan size changes and check account details.
- 4.15 You can also make plan size changes once per month. The change can be made from the Service request section of the CustData web page. If you move from an X-Large or X-Small plan, you may not be able to move back to that plan as these are by invitation only.
- 4.16 We will aim (but do not guarantee) to send an email notification to you once you reach 50%, 75%, 100%, 125%, 175% and 250% of your chosen Monthly Data Allowance for that month. These alerts are provided for the sole purpose of giving you an estimate of the amount of traffic you have received at that point in time. You must not rely on this information and we are not responsible for any loss or damage you may suffer if you do so.
- 4.17 In order to receive these email notifications, you must ensure that you have an email address in the Billing Contact section of [CustData web page](#). We will send the traffic notifications to that email address. You must ensure this address is current and updated as required.

#### **Business Mail POP (not available with TBB on the NBN services or any new customers from 5 December 2016)**

- 4.18 If you took up your TBB ADSL Service before 5 December 2016 you have the option to use up to ten (10) Business Mail POP mailboxes with your TBB ADSL service for no separate charge. The applicable terms for your Business Mail POP mailboxes are set out in the Business Mail section below.
- 4.19 If you choose to take up the option to use any of the included ten (10) Business Mail POP mailboxes referred to above, we will arrange initial registration of a .com, .com.au, .org, .org.au, .net, .net.au, .biz, or .info domain name in your name for no separate charge. If you select:
- (a) a .com domain name, we procure registration of your domain name for one (1) year. You are responsible for renewal charges for your domain name. We will automatically renew on the terms set out in the Domain name registration and hosting section below; and
  - (b) a .au domain name, we procure registration of your domain name for two (2) years. You are responsible for renewal charges if you decide to renew your domain name after this period, as set out in the Domain name registration and hosting section below.

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- 4.20 The applicable terms for your domain name are set out in the Domain name registration and hosting section below.
- 4.21 If you require more than ten (10) Business Mail POP mailboxes then you can apply for additional mailboxes as a Business Broadband Extra under the Business Mail POP.

#### **SMTP feature (not available with TBB on the NBN services and not available to new customers from 5 December 2016)**

- 4.22 If you took up your plan before 5 December 2016, you can access the SMTP feature. The SMTP feature allows you to send outgoing emails to the Internet through an SMTP gateway using the initial IP Address we provide to you as part of your TBB ADSL service. The SMTP feature does not accept incoming emails. You do not need to use the SMTP feature if you are using Business Mail Standard or Business Mail Advanced.
- 4.23 The size of each email sent through our SMTP Gateway must not exceed 10 Megabytes. We will allow up to 25 emails to be sent through our SMTP gateway every 10 minutes. We only allow one connection to the SMTP Gateway per IP Address. This means that you cannot send emails simultaneously and each email sent to the SMTP Gateway will be queued for sending. We can refuse access to the SMTP feature or discard or delete any email sent through the SMTP feature (without telling you or the person who sent it) if your use of the SMTP feature exceeds any of these limitations.
- 4.24 The SMTP feature will authenticate each access request based on the IP Address we have allocated to you. You may access the SMTP feature through your TBB ADSL service at any time by configuring your email client to send outgoing emails to smtp.telstrabusiness.com or such other host as we may tell you from time to time.
- 4.25 You must use the SMTP feature in accordance with our reasonable directions. You must not use the SMTP feature, attempt to use the SMTP feature or allow the SMTP feature to be used in any way:
- (a) which 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) which 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) which could result in us incurring a liability to any person;
  - (d) which could interfere with the SMTP feature, our networks or equipment or those of another person, or the provision by us of services to you or another person;
  - (e) to engage in conduct or activities that we consider could adversely affect or prejudice our reputation or brand; or

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- (f) which attempts to manipulate or bypass any limitations on the SMTP feature by any means.
- 4.26 The SMTP feature is designed for your reasonable business use only. It is not intended to be used as a relay for ISPs or for high volume news lists or other mailing servers.
- 4.27 We will use reasonable endeavours to ensure that the SMTP feature is available for your use. However, due to technical limits, despite our due care we can not promise that the SMTP feature will always be available or that it will deliver all emails to the intended recipients.
- 4.28 If you breach any of the clauses above, then we may take remedial action. We may also take remedial action if the law or a regulator or other authority requires us to do so. The types of remedial action which we may take at our discretion include suspending, cancelling or limiting your access to the SMTP feature.
- 4.29 We will try to notify you before we terminate or suspend your access to the SMTP feature in accordance with this clause if it is reasonably possible to do so. However, a failure to notify you will not affect any such termination or suspension.

#### **Business Broadband Secondary MX mail server**

**(not available with TBB on the NBN services and not available to new customers from 5 December 2016)**

- 4.30 If you took up your plan before 5 December 2016, and you have a TBB ADSL service you can apply for our optional Business Broadband Secondary MX mail server service. This provides a back-up if your primary SMTP mail server fails.
- 4.31 You must not use the Business Broadband 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.
- 4.32 You must use the Business Broadband Secondary MX mail server feature in accordance with our reasonable directions. You must not use the Business Broadband Secondary MX mail server feature, attempt to use the Business Broadband Secondary MX mail server feature or allow the Business Broadband Secondary MX mail server feature to be used in any way:
  - (a) which 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) which 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;

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- (c) which could result in us incurring a liability to any person;
  - (d) which could interfere with the Business Broadband 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;
  - (e) to engage in conduct or activities that we consider could adversely affect or prejudice our reputation or brand; or
  - (f) which attempts to manipulate or bypass any limitations on the Business Broadband Secondary MX mail server feature by any means.
- 4.33 If you are in serious breach of the clauses above, then we may take remedial action. We may also take remedial action if the law or a regulator or other authority requires us to do so. The types of remedial action which we may take at our discretion include suspending, cancelling or limiting your access to the Business Broadband Secondary MX mail server feature.
- 4.34 We will use reasonable endeavours to ensure that the Business Broadband Secondary MX mail server feature is available for your use. However, we do not promise that the Business Broadband Secondary MX mail server feature will always be available or that it will deliver all emails to the intended recipients.
- 4.35 You cannot use the Business Broadband Secondary MX mail server service with Business Mail Standard or Advanced.

#### **Helpdesk**

- 4.36 You must promptly tell our Business Broadband technical support about any service difficulty and give us all available details we need to help us investigate it.
- 4.37 You can report service difficulties to us 24 hours a day, seven days a week by calling our Business Broadband technical support team on the number we specify from time to time.

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## **5 Plans and Charges**

### **Available plans**

- 5.1 You can choose from the following TBB plans:

# Our Customer Terms

## Internet Solutions section

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	Standard	Ultimate
<b>Monthly Data Allowance</b>	500GB	Unlimited
<b>Minimum Monthly Cost inc GST</b>	\$80	\$100
<b>Total Min Cost over 24 months (including self-installation + \$99 activation fee)</b>	\$2,019	\$2,499
<b>Maximum Early Termination Charge</b>	\$1,248	\$1,560
	<p>These plans include Standard Plus Speed . 40 Mbps typical minimum speeds between business hours.</p> <p>Speeds experienced may be lower due to various factors include your in-premise setup and wiring.</p> <p>A Premium Speed Boost is available (subject to availability at your premises)</p> <p>See <a href="http://telstra.com.au/small-business/broadband/nbn/nbn-speeds-explained">telstra.com.au/small-business/broadband/nbn/nbn-speeds-explained</a>. Typical minimum speeds will be lower on nbn™ Fixed Wireless</p>	
<b>Excess Data Charges</b>	\$1 per GB, charged per MB or part thereof, capped at \$300 per account per billing month	n/a
<b>Activation Charge</b>	<p>A \$99 activation fee applies for new Telstra fixed broadband connections. Connections will occur during our business hours of:</p> <p>For TBB ADSL: 8am to 6pm (your local time) on a business day.</p> <p>For TBB on the NBN: 9am to 5pm (your local time) on a business day.</p> <p>We 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 access ports outside our business hours.</p>	



**Part B – Telstra Business Broadband**

<p><b>Hardware</b></p>	<p>Telstra Business Smart modem with mobile broadband backup included with your new service.</p> <p>If there is an outage of the fixed broadband service, Network.</p> <p>If your plan includes bundled hardware, like a Telstra Business Smart Modem at no upfront cost, a monthly hardware repayment fee for each device is waived for 24 months. If you cancel your plan early the remaining monthly hardware repayments will be added to your total Early Termination Charges (ETC).</p> <p>The Telstra Business Smart Modem section of Our Customer Terms applies to this usage. Alternatively you may BYO an alternative modem that is configured to work with your service, however the mobile broadband back-up will not be included</p>
<p><b>Mobile Broadband Back-up</b></p>	<p>4G coverage required. You must not use this feature as your primary broadband service. The Telstra Business Smart Modem section of Our Customer Terms applies to this usage.</p>

5.2

5.3 If you took up a Telstra Business Broadband TBB plan prior to 30 October 2018, your monthly data allowance and minimum monthly charge will be the amount set out in the table below

Part B – Telstra Business Broadband

	<b>Extra Small</b> (available to eligible Business and Government customers)	<b>Small</b>	<b>Medium</b>	<b>Unlimited / Large</b>
<b>Monthly Data Allowance</b>	60GB	500GB	1000GB	Unlimited
<b>Minimum Monthly Cost</b>	\$60	\$80	\$100	\$125
<b>Total Min Cost over 24 months including \$99 Activation fee and \$240 for the Telstra Business Smart Modem (on ADSL plans)</b>	\$1,779	\$2,259	\$2,739	\$3,339
<b>Total Min Cost over 24 months including \$240 Professional Installation Fee and \$240 for the Telstra Business Smart Modem (on nbn Plan)</b>	\$1,920	\$2,400	\$2,880	\$3,480
<b>Maximum Early Termination Charge</b>	\$936	\$1,248	\$1,560	\$1,950
		<p>This plan includes Standard Plus Speed for nbn™ network and Velocity customers. This provides typical minimum speeds between business hours of at least 15Mbps. A Premium Speed Boost is available (subject to availability at your premises)</p> <p>An nbn™ service can never go faster than the maximum line speed available at your premises. Speeds can vary due to the access type, maximum speed of your broadband plan tier and your service provider's network capacity. See <a href="http://telstra.com.au/small-business/broadband/nbn/nbn-speeds-explained">telstra.com.au/small-business/broadband/nbn/nbn-speeds-explained</a>.</p>		

**Part B – Telstra Business Broadband**

		Typical minimum speeds will be lower on nbn™ Fixed Wireless
<b>Excess Data Charges</b>		\$1 per GB capped at \$300 per account per billing month
<b>Data Sharing</b>		Data allowance is pooled and shared among eligible Telstra Business Broadband plans on the same account. Data sharing is not available with plans that have an Unlimited data allowance.
<b>Activation Charge</b>		A \$99 activation fee applies for new Telstra fixed broadband connections (self-installation only). Connections will occur during our business hours of:  For TBB ADSL: 8am to 6pm (your local time) on a business day.  For TBB on the NBN: 9am to 5pm (your local time) on a business day.  We 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 access ports outside our business hours.
<b>Hardware</b>		You will need the Telstra Business Smart Modem™ to enjoy the full benefits of this plan, in particular the mobile broadband back-up service. Mobile broadband back up is only available with this modem which you can purchase from us for \$240 (included in the plan's minimum cost). The Telstra Business Smart Modem section of Our Customer Terms applies to this usage. Alternatively you may BYO an alternative modem that is configured to work with your service, however the mobile broadband back-up will not be included
<b>Mobile Broadband Back-up</b>		4G coverage required. You must not use this feature as your primary broadband service. The Telstra Business Smart Modem section of Our Customer Terms applies to this usage.

5.4 If you took up a Telstra Business Broadband plan prior to 27 February 2018 or you took up a Telstra Business Broadband plan as part of a Unified Order prior to 15 May 2018, your monthly data allowance and minimum monthly charge will be the amount set out in the table below until we have migrated you to the monthly data allowances set out in the table above:

### Part B – Telstra Business Broadband

	Monthly Data Allowance	Monthly charge	Excess usage charge (per GB )
		(GST inc)	(GST inc)
<b>Available as a single site connection for 24 months</b>	60 GB (30GB before 6 September 2016)	<b>\$40.00</b>	<b>\$1 per GB capped at \$300 per account per billing month.</b>
	200 GB (100GB before 6 September 2016)	<b>\$60.00</b>	
	600 GB (300GB before 6 September 2016)	<b>\$80.00</b>	
	2000 GB (1000GB before 6 September 2016)	<b>\$120.00</b>	
	Unlimited	<b>\$220.00</b>	<b>N/A</b>
<b>Data Sharing (for new connections from 6 September 2016)</b>	Data allowance is pooled and shared among eligible TBB plans on the same account.		
<b>Activation Charge</b>	<p>A \$59 activation fee applies for new Telstra fixed broadband connections (self installation only). The activation fee is for connections during our business hours of:</p> <p>For TBB ADSL: 8am to 6pm (your local time) on a business day.</p> <p>For TBB on the NBN: 9am to 5pm (your local time) on a business day.</p> <p>We 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 access ports outside our business hours.</p>		
<b>Standard Professional Installation</b>	\$240		

5.5 If you took up a Telstra Business Broadband plan prior to 6 September 2016, your monthly data allowance and minimum monthly charge will be the amount set out in the table below until we have migrated you to the monthly data allowances set out in the table above:

Plan name	Minimum monthly charge (incl GST)	Monthly data allowance
Telstra Business Broadband ADSL High Speed Large	\$120	1000GB

### Part B – Telstra Business Broadband

Telstra Business Broadband ADSL High Speed Medium	\$80	300GB
Telstra Business Broadband ADSL High Speed Small	\$60	100 GB
Telstra Business Broadband ADSL High Speed X-Small	\$40	30GB
Telstra Business Broadband on the nbn network Premium Speed		
Telstra Business Broadband on the nbn network Small	\$60	100GB
Business Broadband ADSL Bundled High Speed - Feb 10	\$130	100GB
Business Broadband ADSL Bundled High Speed – Feb 10	\$40	100GB
Business Broadband ADSL Bundled High Speed – Aug 10	\$60	100GB
Business Broadband ADSL Bundled High Speed – Jul 10	\$70	100GB
Business Broadband ADSL Bundled High Speed – Jul 10	\$40	10GB
Business Broadband ADSL Bundled High Speed – Feb 10	\$60	15GB
Business Broadband ADSL Bundled High Speed – Jul 10	\$80	200GB
Business Broadband ADSL Bundled High Speed – Jul 10	\$50	25GB
Business Broadband ADSL Bundled High Speed - Jul 10	\$90	300GB
Business Broadband ADSL Bundled High Speed – Sep 10	\$30	50GB
Business Broadband ADSL Bundled High Speed - Jul 10	\$60	50GB
Business Broadband ADSL Bundled High Speed - Jul 10	\$30	5GB
Business Broadband ADSL Bundled High Speed – Feb 10	\$40	5GB
Business Broadband ADSL High Speed – Sep 10	\$60	100GB
Business Broadband ADSL High Speed - Jul 10	\$60	10GB
Business Broadband ADSL High Speed - Jul 10	\$70	25GB
Business Broadband ADSL High Speed – Feb 10	\$130	50GB
Business Broadband ADSL High Speed – Jul 10	\$80	50GB

#### Installation – TBB ADSL

- 5.6 There are two installation options available for TBB ADSL: self-installation or professional installation.
- 5.7 If you select self-installation, we will deliver the equipment to the premises that you specify in your application form. You are responsible for installing your equipment at your premises. You may contact Business Broadband technical support up to three times for assistance with the installation of your equipment. If you are still experiencing difficulties installing your equipment, you can ask us to visit your premises to assist with

### Part B – Telstra Business Broadband

the installation of your equipment. We may charge you the relevant installation fee asset out in the Fee-for service section of Our Customer Terms.

- 5.8 In some circumstances, you may not be able to select self-installation and will need Professional Installation. Some circumstances include:
- (a) you have more than 4 phone outlets on the same phone line;
  - (b) you have a back to base monitoring alarm system;
  - (c) you have a PABX or other telephone system;
  - (d) you already have a central filter installed; and
  - (e) you require additional outlets.
- 5.9 If you select Professional Installation, we will arrange for a technician to visit your premises during business hours and prepare your TBB service for installation onsite, and install your equipment. We use reasonable efforts to connect your router to your TBB service and to one of your computers (using either a wired or wireless connection).
- 5.10 You may apply to change your equipment installation option from Self-Installation to Professional Installation at any time after you apply for your equipment. Note, that in some circumstances, subject to availability of resources we may have to reschedule the installation date. The appropriate charge for Professional Installation will apply.
- 5.11 The computer to which your equipment is connected must meet certain minimum system requirements in order for your equipment to function properly. We will notify you of those system requirements at the time you apply for your equipment.
- 5.12 You must ensure that you provide a clean, dry operating environment for the equipment within three metres of the termination point for your connecting carriage service and an appropriate mains power supply. If your premises are not ready for installation when we arrive, we may charge you the relevant fee for service charges set out in the Fee-for service section of Our Customer Terms. We will tell you about this charge when we attend your premises.

#### **Installation – TBB on the NBN**

- 5.13 You must have your TBB on the nbn™ network service professionally installed.
- 5.14 Where you use a Telstra Business Smart Modem which was purchased from us for an access service, professional install consists of:

### Part B – Telstra Business Broadband

- (a) connecting that modem to the Network Boundary Point for that access service and confirming the service is working;
  - (b) connecting 3 Windows or Apple computer to the modem via an Ethernet lead (which you are required to provide) or via Wi-Fi using the modem, as applicable; and
  - (c) conducting a performance test.
- 5.15 Where you use a modem which was not purchased from us for an access service, the professional installation will consist of conducting a performance test of the access service advising you when that access service is ready for use with your modem device.
- 5.16 Over the phone mentoring is available separately for an additional cost. Once a TBB 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 modem we supplied;
  - (b) modifying the Wi-Fi wireless network on a modem we supplied;
  - (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.
- 5.17 We can charge you additional charges if the installation of your nbn™ network 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.
- 5.18 You agree to give us reasonable access to your premises in order to carry out any necessary installation or maintenance work.

#### Data Charges

- 5.19 Where total data usage across eligible service for a billing month exceeds the data usage allowances for your service, we will bill you for excess data usage charges as set out in the table 5.1.
- 5.20 We will not slow the speed of your TBB access service once you have exceeded the applicable data usage allowance applicable to your plan. The Excess Usage Cap will be

### Part B – Telstra Business Broadband

applied so that if you incur more than \$300 (GST inclusive) worth of excess data charges, we will not charge you for that additional excess data usage above \$300.

- 5.21 Any data usage allowance not used in a billing month is forfeited, and will not rollover to the following month.
- 5.22 For plans prior to October 30 2018 only - Data usage allowances for eligible services will accumulate based on the collective value of each TBB service you have under the same account, so that your data usage allowance not used by 1 access service can be offset against excess data usage for another eligible access service on the same account. Unlimited data allowances are not included in the total allowance and cannot be shared across services.
- 5.23 You can change data usage allowances or Speed Tiers at anytime.

#### Changing your Monthly Data Allowance

- 5.24 You may apply to change your Monthly Data Allowance and plan size once per month.
- 5.25 To make a change you have to pay all outstanding charges for your service before we accept your request to change. Any change to your service will take effect from implementation into our billing systems – from that date we will continue to provide your TBB service to you under the new plan (including price) for the remainder of your minimum term.
- 5.26 There is no separate charge for changing your existing plan under clause 5.24.

#### Changing your speed tier for TBB on the NBN services

- 5.27 You may apply to change your TBB on the nbn<sup>TM</sup> network service speed tier at any time. (subject to availability depending on your nbn<sup>TM</sup> network technology access type).

Speed Tier	Typical minimum download speed during business hours	Monthly Price (inc GST)
Basic Speed	10Mbps	N/A
Standard Speed (speed tier for XS/60GB plan)	20Mbps	N/A
Standard Pro Speed	20Mbps	\$0



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Standard Plus Speed	40 Mbps typical minimum speeds between business hours.	Included
Premium Speed	80 Mbps typical minimum speeds between business hours.	\$30

- 5.28 The specified upload and download speeds are indicative typical minimum speeds during business hours (between 9am and 5pm Monday to Friday) only. We do not promise that the specified speeds will be achieved at all times.
- 5.29 Charges will be pro-rated if there are any changes made during a billing month. A speed change may temporarily cause an outage of your service.
- 5.30 A speed tier will be displayed on your bill instead of the typical minimum speeds. The speed tiers displayed on your bill and their corresponding typical minimum speed during business hours (between 9am and 5pm Monday to Friday) is set out in the table below:

<b>Bill Display</b>	<b>Typical minimum download speed during business hours</b>
Basic Speed (currently unavailable with Telstra)	10Mbps
Standard Speed	20Mbps
Standard Pro Speed	20Mbps
Standard Plus Speed	40Mbps
Premium Speed	80Mbps

- 5.31 nbn™ network Standard Speed is the default speed for TBB on the nbn™ network access services. Alternative Speed tiers, if selected, will be displayed on your bill as an extra, or reduced, monthly charge, in addition to the default Standard Speed charge.

**Other charges**

- 5.32 These are the other charges you may incur for your TBB service:

Telstra Business Broadband Internet Solutions section was last changed on 9 November 2018

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<b>Request</b>	<b>Charge (all amounts include GST)</b>
<b>Additional telephone outlets</b>	Our fee-for-service charges set out in the <a href="#">Fee-for-Service (Other work we do for you) section</a> of Our Customer Terms. We will tell you about the charges at the time of your request.
<b>Non standard connection or installation</b>	If your connection or installation of your TBB service is not standard (eg because it is in a difficult location or because of obstacles in the terrain or a dwelling unit, or in commercial premises) we (or NBN Co. as applicable) will provide you a quote for the work based on your particular circumstances.
<b>Change of customer</b>	You may apply to change the customer for your TBB service. If we accept your application, we charge you \$165.
<b>Premises relocation</b>	You may apply to change the premises where we provide the TBB service to you. If we accept your application, we charge you \$99.
<b>Faults</b>	If we need to attend your premises to fix a problem with your TBB service and we reasonably believe that there was no problem with the TBB service or that we did not cause the problem, we may charge you the relevant fee-for-service charges set out in the Fee-for-service section of Our Customer Terms to attend your premises and, if necessary, to fix the problem that we did not cause. We will tell you about this charge at the time you ask us to attend your premises.

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**6 Business Broadband Extras – ADSL only**

- 6.1 You can take up the following Business Broadband Extras with your TBB ADSL service:
- (a) Broadband Modem;
  - (b) POP Mail (for customers who took up their plans before 5 December 2016);
  - (c) SMTP Mass Email (for customers who took up their plans before 5 December 2016);
- 6.2 Business Broadband Extras are not available with TBB on the nbn™ network. If you transfer from an ADSL to a nbn™ network access service the Business Broadband Extras available to you may change.
- 6.3 If your TBB service is cancelled for any reason, we will also cancel your Business Broadband Extras. If you request, you may be able to continue to acquire some

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Business Broadband Extras on standalone basis. We will tell you which Business Broadband Extras you can retain on a standalone basis when you apply to cancel your TBB service.

- 6.4 Your Business Broadband Extra may have a minimum term and an early termination charge may apply if you cancel your Business Broadband Extra (or it is cancelled because you have cancelled your TBB service) before that minimum term expires as set out in the applicable terms for your Business Broadband Extra. (This does not apply where we cancel your Business Broadband Extra when you are not in breach or where you cancel your Business Broadband Extra because we are in breach or where Our Customer Terms otherwise expressly states that the cancellation does not give rise to early termination charges.)

#### **Broadband Modem**

- 6.5 You may apply for a modem for your TBB service.
- 6.6 We can only provide the Broadband Equipment in certain locations based on where the relevant equipment will be installed. We will confirm your eligibility to receive the Broadband Equipment as part of your application process.
- 6.7 Where we accept your application, the following equipment is available from us:
- (a) Telstra Business Smart Modem including 2 year warranty.
- 6.8 The Business Broadband equipment is preconfigured with our specifications for use with the TBB service. If you change these specifications, we may not be able to provide some of the warranty services to you
- 6.9 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement for a major failure and 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.
- 6.10 In addition to any rights and remedies that you may have under the Australian Consumer Law or any other law, we will provide you with certain warranty services from the date that you purchase your Business Broadband equipment from us. Our warranty services include:
- (a) access to the Helpdesk to report issues with your Business Broadband equipment; and
  - (b) certain replacement and repair services, as described below

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- 6.11 You can contact us for further details: Telstra Corporation Limited, telephone 13 2999
- 6.12 On the date that we deliver the equipment to you:
- (a) we transfer ownership of the equipment to you; and
  - (b) you are responsible and liable for the equipment.
- 6.13 We will provide you with technical support services for problems with your Business Broadband equipment. If we identify a defect with your equipment and your equipment is not under warranty, you will be required to rectify the defect at your own costs or take up Business Support.

**Business Mail (Not available to new customers from 5 December 2016)**

- 6.14 You may apply for the Business Mail POP service as a Business Broadband Extra if you took up your plan prior to 5 December 2016.
- 6.15 The charges for your Business Mail service comprise:
- (a) a set up fee of \$25.00 (GST inc); and
  - (b) a fee of \$1.00 (GST inc) per mail box per month for Business Mail POP.
- 6.16 We will charge you the following additional mail box storage fee for each MB per mailbox that exceeds the maximum storage capacity of your mailbox:

<b>Additional mail box storage fee</b>	<b>Charge (GST inc)</b>
Per MB/Month	5.50¢

- 6.17 We measure the number of mail boxes and the total storage size of your mail boxes once each month. The monthly service charge and additional mail box storage charge payable each month is based on the number of mail boxes and the total storage of those mail boxes, at the time of our measurement
- 6.18 You are a Business Mail POP customer if you have chosen to take up any of the ten (10) Business Mail POP mailboxes included as part of your TBB service.

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- 6.19 You need to have one of the following types of registered domain name for your Business Mail service: .com, .com.au, .org, .org.au, .net, .net.au, .biz, or .info. You can:
- (a) use the domain name for which we arrange registration where you have chosen to use any of the included ten (10) Business Mail POP mailboxes (if applicable); or
  - (b) ask us to register a domain name for you; or
  - (c) use an existing domain name.

If you ask us to register a domain name for you for your Business Mail service, the terms (including charges) set out in the Domain name registration and hosting section below will apply.

- 6.20 If you acquire multiple TBB services then you must associate the included ten (10) Business Mail POP mailboxes with a separate domain name for each TBB service. Alternatively you can choose to acquire additional Business Mail POP mailboxes for a fee on an existing domain name, as set out in the Business Mail section below.
- 6.21 Where you are using an existing domain name with your Business Mail service, you can also apply to us to host that domain name on our domain name servers. If we agree to host your domain name, the Domain name hosting section below will apply.
- 6.22 Business Mail is not eligible with Microsoft Office 365 plans.
- 6.23 Business Mail POP allows you to receive email through the POP3 protocol, using your domain name. You can assign up to five (5) email address on the one mailbox (one primary and four alternate email addresses).
- 6.24 Each POP mailbox has a storage limit of 100 Megabytes. At the end of each calendar month, if we determine that you have exceeded this storage limit in respect of a mailbox, we will notify you (by email to your primary email address for that mailbox) that you have exceeded your storage limit. You must promptly take steps to reduce the size of your mailbox.
- 6.25 If you have not reduced the size of your mailbox by the tenth (10th) business day of the following month, then we may charge you the additional mailbox storage fee.
- 6.26 If after a reasonable period of time you have still not reduced the size of your mailbox below the storage limit, we may (at our sole discretion):
- (a) discard or delete any email on our server (without telling you or the person who sent it);

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- (b) discard or delete any new email received on our server (without telling you or the person who sent it); or
  - (c) continue to charge you the additional mail box storage fee.
- 6.27 Each mailbox comes with a basic anti-spam and anti-virus filter which aims to (but may not):
- (a) reject known unsolicited bulk email “spam”;
  - (b) reject messages that may contain viruses or other potentially malicious content “malware”; and
  - (c) reject certain types of attachments which may contain potentially harmful content (such as .exe, .bat, .pif and .cmd),
- from entering your mailbox.
- 6.28 We do not promise that:
- (a) all spam will be detected or that any email identified as spam is actually spam;
  - (b) all potential viruses or malware will be detected and rejected; or
  - (c) all harmful attachments will be detected and rejected.
- 6.29 We and our external suppliers are not responsible for any loss or damage to any person resulting from any delivery or non-delivery of an email from the Business Mail POP service to you.
- 6.30 You must use the Business Mail POP service in accordance with our reasonable directions. You must not use the Business Mail POP service, attempt to use the Business Mail POP service or allow the Business Mail POP service to be used in any way:
- (a) which 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) which 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) which could result in us incurring a liability to any person;
  - (d) which could interfere with the Business Mail POP service, 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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- (e) to engage in conduct or activities that we consider could adversely affect or prejudice our reputation or brand; or
  - (f) which attempts to manipulate or bypass any limitations on the Business Mail POP service by any means.
- 6.31 We will use reasonable endeavours to ensure that the Business Mail POP service is available for your use. However, due to technical limitations, despite due care we can not promise that the Business Mail POP service will always be available or that you will receive all emails sent to you.
- 6.32 If you breach any of the clauses above, then we may take remedial action. We may also take remedial action if the law or a regulator or other authority requires us to do so. The types of remedial action which we may take at our discretion include suspending, cancelling or limiting your access to the Business Mail POP service.
- 6.33 We will try to notify you before we terminate or suspend your access to the Business Mail POP service in accordance with this clause if it is reasonably possible to do so. However, a failure to notify you will not affect any such termination or suspension.

#### **SMTP Mass Email (Not available to new customers from 5 December 2016)**

- 6.34 The SMTP Mass Email service allows you to send outgoing emails to the Internet through an SMTP gateway using Simple Mail Transfer Protocol (SMTP).
- 6.35 The SMTP Mass Email service will authenticate each access request based on the IP address we have allocated to you. You may access the SMTP Mass Email service by configuring your email client to send outgoing emails to smtp-au.server-mail.com or such other host as we may tell you from time to time.
- 6.36 You may apply for the SMTP Mass Email service if you took up your plan prior to 5 December 2016 and:
- (a) you have a Business Mail POP service; or
  - (b) as a Business Broadband Extra if you have a TBB service but (a) does not apply.
- 6.37 We will charge you the following monthly charge for the SMTP Mass Email service for each IP Address:

<b>SMTP Mass Email</b>	<b>Monthly Charge (GST inc)</b>
Per IP Address	\$6.00

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- 6.38 The size of each email sent through our SMTP Gateway must not exceed 20 Megabytes. We can refuse access to the SMTP Mass email service or discard or delete any email sent through the SMTP Mass email service (without telling you or the person who sent it) if your use of the SMTP Mass Email service exceeds this limitation. There is no limit to the number of emails that you can send through the SMTP Mass Email service.
- 6.39 You must use the SMTP Mass Email service in accordance with our reasonable directions. You must not use the SMTP Mass Email service, attempt to use the SMTP Mass Email service or allow the SMTP Mass Email service to be used in any way:
- (a) which 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) which 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) which could result in us incurring a liability to any person;
  - (d) which could interfere with the SMTP Mass Email service, our networks or equipment or those of another person, or the provision by us of services to you or another person;
  - (e) to engage in conduct or activities that we consider could adversely affect or prejudice our reputation or brand; or
  - (f) which attempts to manipulate or bypass any limitations on the SMTP Mass Email service by any means.
- 6.40 We will use reasonable endeavours to ensure that the SMTP Mass Email service is available for your use. However, due to technical limitations, despite due care we can not promise that the SMTP Mass Email service will always be available or that it will deliver all emails to the intended recipients.
- 6.41 If you are in serious breach of the clauses above, then we may take remedial action. We may also take remedial action if the law or a regulator or other authority requires us to do so. The types of remedial action which we may take at our discretion include suspending, cancelling or limiting your access to the SMTP Mass Email service.
- 6.42 We will try to notify you before we terminate or suspend your access to the SMTP Mass Email Service in accordance with this clause if it is reasonably possible to do so. However, a failure to notify you will not affect any such termination or suspension.



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#### Domain name registration and hosting (Not available to new customers from 5 December 2016)

- 6.43 If you took up your plan before 5 December 2016, you can apply for registration of a new domain name for your Business Mail service (including as part of your included ten (10) Business Mail POP mailboxes) then we will procure registration of that domain name with our nominated registrar or reseller.
- 6.44 We do not guarantee that you will be successful in your application to register or transfer the domain name.
- 6.45 If the application for your new domain name to our nominated registrar or reseller is successful we will provide you with the registry key or password to your domain name.
- 6.46 Each new **.com** domain name registered under these terms will automatically renew 83 days prior to the relevant domain name expiry for a further 12 months unless:
- (a) we receive prior notice from you that your domain name should not be renewed; or
  - (b) you cease to be the registered licensee of that domain name.
- 6.47 Each new **.au** domain name registered under these terms will be renewed only when we receive confirmation from you that your domain name should be renewed. We will contact you prior to the expiry of your domain name.
- 6.48 If your domain name registration lapses when you still have an active Business Mail, we may remove your domain name records from our system and you will not be able to use that domain name for any of your Business Mail services. Your domain name will also be released by the registrar to be available for registration.
- 6.49 If you cancel your Business Mail service and at the time of cancellation the registration period of your domain name has not yet expired, the domain name registration will continue for the remaining term of your domain name registration. You are responsible for ensuring that your domain name registration is renewed or transferred to another domain registrar or reseller. We will also cease domain name hosting for that domain from the time of cancellation of your Business Mail service.
- 6.50 You agree to be bound by and will comply with the policies, terms and conditions set out at <http://www.melbourneit.com.au/policies> (as amended by the relevant registrar from time to time).
- 6.51 If your domain name is:
- (a) a “.com”, “.net”, “.org” or other top level domain name (**TLD**), you agree to comply with the policies applicable to such domain names as issued by the

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Internet Corporation for Assigned Names and Numbers (**ICANN**) (as amended by ICANN from time to time); or

- (b) a “.au” domain name (each a **2LD**), you agree to be bound by the .au 2LD Domain Name Eligibility and Application Policy Rules issued by .au Domain Administration Limited (**auDA**) located at <http://www.auda.org.au/> (as amended by auDA from time to time).
- 6.52 You acknowledge that additional policies relating to your domain name may come into effect from time to time, and you agree to comply with such additional policies.
- 6.53 If there is a dispute regarding your domain name registration or in respect of your domain name after registration, you agree that you domain name will be subject to arbitration, suspension or cancellation in accordance with auDA or ICANN procedure, or by any registry administrator procedure approved by auDA or ICANN policy, relating to:
- (a) the correction of mistakes by us or the registry administrator in registering the domain name; or
  - (b) the resolution of disputes concerning the domain name.
- 6.54 You agree that if changes or modifications are made to the auDA or ICANN procedures or registry administrator procedure and you continue to maintain registration of your domain name after those changes or modifications become effective, you confirm your acceptance of those changes and modifications.
- 6.55 If there is a dispute regarding your domain name, you agree to submit to the jurisdiction of the courts as provided in the applicable procedures.
- 6.56 You can ask us to re-delegate your existing domain name to us by completing and submitting an application form. We re-delegate the following four Domain Name Server (DNS) parameters:
- (a) the www DNS parameter;
  - (b) the mail DNS parameter;
  - (c) the FTP DNS parameter; and
  - (d) the shop DNS parameter,
- using the application form.

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- 6.57 You must provide us with information we request to allow us to re-delegate your existing domain name to us, including notifying us of any additional records you may hold that are associated with your domain name.
- 6.58 Domain names that have any DNS parameters in addition to the four above are regarded by us as complex domain names.
- 6.59 If you would like to re-delegate a complex domain name and you have a TBB service then the domain name can be re-delegated to us through the CustData interface.
- 6.60 This section applies to you if:
- (a) we have registered your domain name pursuant to the clauses above; or
  - (b) we have agreed to host your domain name that was not registered by us on our servers.
- 6.61 We will host your domain name records on our DNS servers. We will commence hosting your domain name records:
- (a) when the registration of your domain name is successful; or
  - (b) if you have asked us to host your domain name records in connection with your Business Mail service or if you have requested the redelegation of your domain name to us.
- 6.62 You must pay any registration charges to us in advance. We cannot register a domain name for you unless you pay for it in advance.
- 6.63 If you apply to register a domain name as part of your included ten (10) Business Mail POP mailboxes then the charges for the initial domain name registration are included as part of the charges for that service. We charge you for renewal of your domain name as set out below.

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## **7 Service assurance and network performance**

### **TBB ADSL service provisioning times**

- 7.1 We aim (but do not guarantee) to provision your TBB service within 5 business days if existing infrastructure is available depending on your connecting carriage service.
- 7.2 We measure the timeframes above from the day we tell you that we have processed your application.

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7.3 If you ask us to change the transmission speed and we agree, we aim (but do not guarantee) to make the change within the standard provisioning times above.

#### Network availability level – TBB ADSL

7.4 We aim (but do not guarantee) to make sure the ADSL network availability is at least 99.9% for each month.

7.5 We measure network availability as follows:

Your connection	Network availability
If you are connected to a primary point of presence (primary POP):	<p>The percentage of time that our intercapital network was functioning correctly.</p> <p>This is measured as the total number of minutes at least one primary POP in each city was available according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.</p>
If you have a different connection:	<p>The percentage of time that our intercapital network and our regional network for the point of presence to which you are connected was functioning correctly.</p> <p>This is measured as the total number of minutes at least one primary POP in each city was available and the point of presence to which you are connected was available, according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.</p>

A **primary POP** is a point of presence at one of the following exchanges:

City	Exchange
Adelaide	Flinders, Waymouth
Brisbane	Charlotte, Woolloongabba
Canberra	Civic, Deakin
Melbourne	Lonsdale, Windsor
Perth	Pier, Wellington
Sydney	Chatswood, Kent

**Our Intercapital network** is the network of intercapital transmission links and equipment connecting Adelaide, Brisbane, Canberra, Melbourne, Perth and Sydney, which is part of our Internet access network.

**Our regional network** is the network of transmission links and equipment connecting a point of

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presence other than a primary POP to our intercapital network, which is part of our Internet access network.

- 7.6 We do not count scheduled outages when working out network availability for a month (see below).
- 7.7 Our systems calculate network availability measurements. If our systems fail, this does not mean that our Internet network was not available.
- 7.8 When we measure network availability, we are not measuring the availability of your connecting carriage service. If your connecting carriage service is unavailable, this is not reflected in the network availability for your TBB service.

#### **Scheduled outages**

- 7.9 Sometimes we perform scheduled maintenance, upgrades or repairs to our Internet access network or connecting carriage service and all or part of the TBB service may not be available as a result. This is a scheduled outage.
- 7.10 We aim (but do not guarantee) to tell you about scheduled outages at least five business days beforehand. We can do this by posting information on the [CustData web page](#) on the TBB page on our website or by sending an e-mail to the person you have nominated as your technical contact.
- 7.11 We aim (but do not guarantee) to make sure 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.

#### **TBB on the nbn™ network service provisioning times**

- 7.12 We aim (but do not guarantee) to implement a standard installation of a nbn™ network access service at your premises within sixty (60) business days from the day we tell you that we have accepted your application.

#### **TBB on the nbn™ network Appointments**

- 7.13 An appointment will be attended by NBN Co to establish the fibre connection if required install a network terminating device into your premises. The second appointment will be attended by us, and we will connect your service.
- 7.14 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.

#### **Compatible equipment on the nbn™ network**

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7.15 Each nbn™ network access service will require compatible equipment at your Premises. You may purchase the following equipment from us:

- (a) Telstra Business Smart Modem (model v7610): \$240 (including GST)
- (b) Ethernet Switch - 8 port (NETGEAR GS110TP): \$144 (including GST)

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## 8 Warranties on the NBN

8.1 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 7 are in addition to the rights and remedies you may have under the Australian Consumer Law or other laws.

8.2 Equipment purchased from us has defect warranty period of 24 months from the date of delivery to the Premises (“Warranty Period”). If you or a third party causes a fault with equipment purchased from us, we will not be liable to provide you with a warranty replacement or repair the defect.

### Warranty process

8.3 Where equipment purchased from us is reported and found to be faulty within the Warranty Period we will send you a replacement device. Replacement devices 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. If the faulty equipment is not returned within this time a charge for the replacement equipment of clause 6.15 may be applied.

8.4 In order for us to provide the warranty services to you:

- (a) you must report any fault or warranty claim to us on 13 29 99 with your service details including your Telstra Account number, type of equipment, site address and your equipment serial number; and
- (b) you may be required to provide us with reasonable access to your TBB on the nbn™ network service equipment through the Internet so that we (or our supplier) may attempt to correct problems through remote access.

8.5 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

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may be lost during the process of repair. Please ensure that you have saved this data elsewhere prior to sending to us for repair.

- 8.6 Unless otherwise stated, you are responsible for the costs associated with claiming under this clause 7.

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## 9 Special meanings

- 9.1 The following words have the following meanings:

an **access port** is the point at which a connecting carriage service connects to our point of presence

**nbn™ network** means the fibre 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.

**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** means your side of the user network interface on the network termination device in Fibre to the Premises, Fixed Wireless and HFC networks, or customer side of the MDF in Fibre to the Building & First Socket in Fibre to the Node. Being the termination point provided by NBN Co for the supply of the NBN component of the Broadband (NBN) service.

a **point of presence** is the place where a connecting carriage service connects to our Internet access network

**transmission speed** for an access port is the maximum data transfer capacity (measured in bits per second) that we have configured the access port for.

**Fixed Wireless** means service nbn fixed wireless network deployed as part of the nbn access portfolio