Our Customer Terms

Telstra Business Broadband FTTP

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Certain words are used with the specific meanings set out on page 27 and in the <u>General Terms</u> of <u>Our Customer Terms</u>.

1 About this Part

- 1.1 This is the Telstra Business Broadband FTTP section of Our Customer Terms.
- 1.2 <u>The General Terms of Our Customer Terms</u> apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

Inconsistencies

1.3 If a provision of the Telstra Business Broadband FTTP 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.

2 General

Availability

2.1 Telstra Business Broadband FTTP is available to our retail customers only in the South Brisbane (SOTH) Exchange Service Area (ESA). The service is not available to Telstra wholesale customers or for resale. New Telstra Business Broadband FTTP services are not available to retail customers managed by Telstra Enterprise from 14 January 2022.

FTTP Eligibility - Telstra Business Broadband Standalone FTTP

- 2.2 If you select a Telstra Business Broadband Standalone FTTP service, you must have a basic telephone service provided over a passive fibre optic network by us or someone else on our public switched telephone network for us to provide the Telstra Business Broadband FTTP service to you. You have to be the end user of that telephone service and stay the end user while you receive the Telstra Business Broadband FTTP 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 (including the terms relating to Telstra Velocity).
- 2.3 You have to tell us if the basic telephone service over which we provide the Telstra Business Broadband FTTP service is cancelled. You will not be able to use your Telstra Business Broadband FTTP service if that basic telephone service is cancelled but we will continue to charge you for your Telstra Business Broadband FTTP service until you cancel it.

Eligibility - Telstra Business Broadband Bundled FTTP services

- 2.4 If you take out a Telstra Business Broadband Bundled FTTP plan, you must have an eligible fixed voice service or an eligible fixed voice contract, the underlying Basic Telephone Service must be provided over a passive fibre optic network, and the eligible fixed voice service or the eligible fixed voice contract must reside on the same account as your Telstra Business Broadband FTTP service.
- 2.5 If you are an existing Telstra customer and sign up to a new Telstra Business Broadband FTTP Plan, any discounts (for example, loyalty discounts) will not apply to your new Telstra Business Broadband FTTP Plan.
- 2.6 For the purposes of paragraph 2.4, eligible fixed voice services are:
 - (a) Business Voice Base
 - (b) Business Voice Ultimate
 - (c) BusinessLine Casual
 - (d) BusinessLine Select
 - (e) BusinessLine Complete
 - (f) BusinessLine Plus
 - (g) BusinessLine Ultimate*
 - (h) BusinessLine STD Saver*
 - (i) BusinessLine National*
 - (j) BusinessLine Metro*
 - (k) BusinessLine Call Saver*
 - (l) BusinessLine Fax
 - (m) BusinessLine Choice
- 2.7 For the purposes of paragraph 2.4, eligible fixed voice contracts are:
 - (a) Business Connect Basic
 - (b) Business Connect**
 - (c) Business Connect 2**
 - (d) Business Options*

- (e) Business Options Connect
- (f) Business Premium Voice
- (g) Business Premium Connect
- (h) Business Essentials*
- (i) TBS Business Connect Basic
- (j) TBS Business Connect Plus
- (k) TBS Business Connect Premium
- (l) Corporate Options*
- (m) Corporate Options 2*
- (n) Corporate Connect*
- (o) Corporate Voice 25-100
- (p) Corporate Connect 2 25-100
- (q) Corporate Essentials*
- (r) Corporate Voice 100-300
- (s) Corporate Connect 2 100-300
- (t) Corporate Essentials Premium*
- (u) Business Voice (PET)
- (v) WOB (All-4-Biz) pricing plans (you must have your landlines preselected to Telstra)
- * These Fixed Voice Services/Voice Contracts are no longer sold by Telstra.
- ** For Business Connect & Business Connect 2 customers to obtain a Telstra Business Broadband Bundled FTTP plan, they must meet the minimum eligible BusinessLine requirements.
- 2.8 If you do not maintain your eligible fixed voice service or your eligible fixed voice contract for the duration of the term of your Telstra Business Broadband Bundled FTTP plan, you will no longer be eligible to remain on the Telstra Business Broadband Bundled FTTP plan and you will be migrated to the equivalent Telstra Business Broadband Standalone FTTP plan (of the same allowance) and be charged accordingly.

Acceptable use

- 2.9 You have to do what we reasonably tell you to do relating to your use of the Telstra Business Broadband FTTP service, including complying with our Acceptable Usage Policy (as we may vary from time to time).
- 2.10 You must not use the Telstra Business Broadband FTTP service, or let anyone use the Telstra Business Broadband FTTP 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;
 - (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 Telstra Business Broadband service from your equipment; or
 - (j) in breach of our Acceptable Usage Policy.

Billing

2.11 You must set up your Telstra account for monthly billing in order for us to provide the Telstra Business Broadband FTTP service to you.

Traffic Allowance

2.12 You acknowledge that your access speed for your Telstra Business Broadband FTTP service will not be reduced once you meet or exceed your chosen traffic allowance for that month. It is your responsibility to manage the amount of traffic received by your Telstra Business Broadband FTTP service. We provide you with the CustData feature on the terms set out below to help you manage your Telstra Business Broadband FTTP service.

Transmission

2.13 We do not promise successful data transmission using the Telstra Business Broadband FTTP service. Temporary interruptions and packet loss may occur from time to time.

Software

2.14 Any software we supply you in connection with your Telstra Business Broadband FTTP service is subject to the terms and conditions that accompany it.

Product incompatibility

- 2.15 Some products may be incompatible with your Telstra Business Broadband FTTP service and so will not be available to you. The following plans, features and products are incompatible with the Telstra Business Broadband FTTP service:
 - (a) all ISDN services and plans;
 - (b) pulse dialling; and
 - (c) dedicated EFTPOS.

Equipment

- 2.16 If you are using FTTP as your connecting carriage service, you must ensure that you only use equipment that has been approved by us with your Telstra Business Broadband FTTP service.
- 2.17 We are not responsible for any loss, damage, costs or expenses incurred by you if you use your Telstra Business Broadband service contrary to these requirements.

Your responsibilities

- 2.18 It is your responsibility to choose, supply, configure and maintain your own facilities and equipment (at your expense).
- 2.19 You are responsible for the purpose or purposes for which you use your Telstra Business Broadband FTTP 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 Telstra Business Broadband FTTP service

2.20 We can suspend your Telstra Business Broadband FTTP service immediately, if we believe on reasonable grounds that your service is being used contrary to our <u>Acceptable Usage Policy</u> (as we vary it from time to time). This is because we consider

any breach of the Acceptable Usage Policy to be a material breach of the Telstra Business Broadband FTTP service terms.

2.21 If we suspend your Telstra Business Broadband FTTP 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 Telstra Business Broadband FTTP service

- 2.22 We can cancel your Telstra Business Broadband FTTP service by telling you in writing if your service has been suspended (other than a suspension by us without your default, material breach, insolvency or negligence) continuously for at least 30 days (including the day it was first suspended).
- 2.23 If your Telstra Business Broadband FTTP 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 Telstra Business Broadband FTTP 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.
- 2.24 Telstra will endeavour to cancel your Telstra Business Broadband FTTP 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 Telstra Business Broadband FTTP service up to and including the last day the service is used.

What is the Telstra Business Broadband FTTP service?

- 2.25 The Telstra Business Broadband FTTP service gives you a high performance, carriergrade, dedicated connection to the Internet. We provide the Telstra Business Broadband FTTP service to you over a passive fibre optic cable network.
- 2.26 The Telstra Business Broadband FTTP service supports applications such as Internet browsing (downloading web pages, using email, sending and receiving file attachments and limited multimedia streaming).

Access speeds and traffic allowance

2.27 You can choose between the following access speeds:

Connecting Carriage Service	Traffic Allowance
Business Broadband FTTP	60GB

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Standard Speed	
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(plan available to eligible Premier and Business and Government customers only)	
Business Broadband FTTP Standard Speed	500GB (Standard) or unlimited (Unlimited)
	(60GB, 500GB, 1000GB or unlimited traffic allowance before 29 October 2018)
	(200GB, 600GB, 1000GB or unlimited traffic allowance before 27 February 2018)
	(30GB, 100GB, 300GB, 1000GB or unlimited traffic allowance before 6 September 2016)
Business Broadband FTTP Premium Speed	60GB, 200GB, 600GB, 2000GB or unlimited traffic allowance
	(200GB, 600GB, 1000GB or unlimited traffic allowance before 27 February 2018)
	(30GB, , 100GB, , 300GB, 1000GB or unlimited traffic allowance before 6 September 2016)

You can only select 60GB plan if we have invited you to take up these plans.

Speed Boost

- 2.28 You can upgrade your speeds to Premium Speed for an additional \$15 per month. You can upgrade and downgrade your speed at any time.
 - (a) Average speeds are lower and the actual speeds a single user will be able to access will vary depending on the number of end users connected at the same time and the associated line transmission rates of these end users.
 - (b) If you remove your Speed Boost and add it again at a later date you will be charged the standard in market price per month.
- 2.29 If you have a Speed Boost and you move to a plan that's eligible for Speed Boost but does not already include it, Speed Boost will be added to your new plan and you will continue to receive and be charged separately for your Speed Boost

FTTP

2.30 FTTP is not available everywhere. Telstra Business Broadband FTTP is available to our retail customers only in the South Brisbane Exchange (SOTH) Exchange Service Area (ESA).

- 2.31 FTTP delivers high-speed data and voice services over a standard basic telephone service that is provided over a passive optic fibre network by our public switched telephone network, whether such service is provided by us or another telephone company.
- 2.32 Our FTTP network (that connects your end users to you) is a best efforts network, shared by many end users. The downstream and upstream speeds are indicative typical minimum speeds only. The shared nature of our FTTP network means that throughput will vary depending on the number of end users connected at the same time and the associated line transmission rates of those end users.
- 2.33 The Telstra Business Broadband FTTP service does not suit applications that are sensitive to delay, delay variation or packet loss (such as voice or real-time streaming) or require high-volume continuous file transfers.

Minimum commitment

Connecting Carriage Service	Minimum Term	Minimum Term Commences
Business Broadband FTTP	24 months	Your minimum term starts after we tell you we have implemented an access port connection or when we first supply any part of your Telstra Business Broadband FTTP service

2.34 The minimum commitment for your Telstra Business Broadband service is set out below:

3 Standard features

Access to the Internet backbone

- 3.1 The Telstra Business Broadband FTTP 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.
- 3.2 We will do what is reasonable to maintain access routes and interconnection agreements with other member networks of the Internet.

Static IP address

3.3 As part of your Telstra Business Broadband FTTP service, we will provide you with one Internet protocol address ("IP Address"). Your IP Address will be assigned from a pool of available IP addresses. 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.

- 3.4 It is important for you to note that, due to the nature of the service, the IP Address that we assign 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).
- 3.5 We grant you a non-exclusive, non-transferable, revocable licence to use the IP Address in equipment for the sole purpose of using the IP Address with your Telstra Business Broadband FTTP service. We reserve all other rights in the IP Address.
- 3.6 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.
- 3.7 You may apply for additional IP Addresses.
- 3.8 If you are migrating from another Internet Service Provider to a Telstra Business Broadband FTTP 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.

CustData web page

- 3.9 You can access the <u>CustData web page</u> to access near real-time information and tools on your Internet traffic, service levels and account details.
- 3.10 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 traffic allowance for that month for plans with GB limits. 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.
- 3.11 In order to receive these email notifications, you must ensure that you have an email address in the Billing Contact section of <u>CustData web page</u>. We will send the traffic notifications to that email address. You must ensure this address is current and updated as required.
- 3.12 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.

Border Gateway Protocol (BGP)

3.13 Border Gateway Protocol is not available to Telstra Business Broadband FTTP customers.

Newsgroups

- 3.14 The Telstra Business Broadband FTTP service gives you two options for receiving news services. You can choose:
 - (a) access to our Network News Reader Protocol (NNRP) server; and/or
 - (b) access to our Network News Transfer Protocol (NNTP) server.
- 3.15 We give you automatic access to our NNRP server as part of your Telstra Business Broadband FTTP service. You can ask us to give you access to our NNTP server by contacting the Helpdesk.

Business Mail POP - Not available to new customers from 5 December 2016

- 3.16 If you took up your plan before 5 December 2016, you have the option to use up to ten (10) Business Mail POP mailboxes with your Telstra Business Broadband FTTP service for no separate charge. The applicable terms for your Business Mail POP mailboxes are set out in the Business Mail section below.
- 3.17 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.
- 3.18 The applicable terms for your domain name are set out in the Domain name registration and hosting section below.
- 3.19 If you require more than ten (10) Business Mail POP mailboxes then you can apply for additional mailboxes as a Business Broadband FTTP Extra under the Business Mail POP.

SMTP feature - Not available to new customers from 5 December 2016

3.20 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 Telstra Business Broadband FTTP 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.

- 3.21 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.
- 3.22 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 Telstra Business Broadband FTTP 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.
- 3.23 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
 - (f) which attempts to manipulate or bypass any limitations on the SMTP feature by any means.
- 3.24 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.
- 3.25 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 cannot promise that the SMTP feature will always be available or that it will deliver all emails to the intended recipients.
- 3.26 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.

3.27 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 to new customers from 5 December 2016

- 3.28 If you took up your plan before 5 December 2016, 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.
- 3.29 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.
- 3.30 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;
 - (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.
- 3.31 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.

- 3.32 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.
- 3.33 You cannot use the Business Broadband Secondary MX mail server service with Business Mail Standard or Advanced.

Helpdesk

- 3.34 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.
- 3.35 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.

4 Connection charges

- 4.1 A \$99 activation fee applies for each new Telstra Business Broadband FTTP service you connect.
- 4.2 The charge above is for connections during our business hours of 8am to 6pm (your local time) on a business day. We charge you our additional fee-for-service charges (set out in the <u>Fee-for-Service (Other work we do for you) section</u> of Our Customer Terms) to connect access ports outside our business hours.
- 4.3 We can charge you additional charges if your connection or installation of the Telstra Business Broadband FTTP 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 will provide you a quote for the work based on your particular circumstances.
- 4.4 If we need to attend your premises to install your Telstra Business Broadband FTTP Service, we will also charge you a once off Standard Professional Installation charge of \$299.
- 4.5 With Standard Professional Installation, we will arrange for a technician to visit your premises during business hours and prepare your Telstra Business Broadband FTTP service for installation onsite, and install your equipment. We will upload your username and password to your router and use reasonable efforts to connect your router to your Telstra Business Broadband FTTP service and to one of your computers (using either a wired or wireless connection).

Telstra Business Broadband FTTP

5 Monthly charges

- 5.1 We charge you a monthly charge for your Telstra Business Broadband FTTP service from the date your minimum term begins.
- 5.2 Your traffic allowance is your chosen allowance of traffic received by your service per month (measured in Megabytes).
- 5.3 If you receive more traffic in a month than your chosen traffic allowance, or if you have more than one eligible plan, your total pooled fixed broadband traffic allowance, we charge you an excess usage charge for each additional Megabyte of traffic received. If you receive less traffic than your chosen traffic allowance in a month, the remaining unused traffic allowance is forfeited. It is not added to your traffic allowance for any later month. However, if you choose an unlimited gigabyte plan there are no traffic limits or excess usage charges. Unlimited data allowances are not included in the total pooled traffic allowance and cannot be shared across services.

Pricing for your Telstra Business Broadband FTTP service

5.4 We charge you a monthly charge based on the monthly traffic allowance you choose (shown below in Gigabytes) and the speed for your FTTP connection.

Pricing for CurrentBusiness Broadband FTTP Standard Standalone services

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	Standard	Ultimate
Monthly Data Allowance	500GB	Unlimited
Minimum Monthly Cost inc GST	\$80	\$100
Total Min Cost over 24 months (including self- install + \$99 activation fee)	\$2,019	\$2,499
Maximum Early Termination Charge	\$1,248	\$1,560
Excess Data Charges	\$1 per GB, charged per MB or part thereof, capped at \$300 per account per billing month. If you're a new broadband customer you won't be charged any fixed broadband excess charges for your first two bills.	
Activation Charge	 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. 	
Hardware	Telstra Business Smart modem with mobile broadband backup included with your new service If there is an outage of the fixed broadband service, you will connect and have access to the internet via the Telstra Mobile Network. 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).	
Mobile Broadband Back- up	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	

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If you took up a Telstra Business Broadband FTTP plan prior to 30 October 2018, your monthly data allowance and minimum monthly charge will be the amount set out in the table below: Traffic allowance	Monthly charge	Excess usage charge (per GB)
	(GST excl.)	(GST excl.)
60 GB traffic allowance (available by invitation only to Premier and Business and Government customers)	-	\$1.00
500 GB traffic allowance	\$72.72	\$1.00
1000 GB traffic allowance	\$90.91	\$1.00
Unlimited	\$113.63	n/a

Note 1: Excess Usage is charged in \$/GB or part there of as per the table above.

Note 2: 1GB equals 1,000,000,000Bytes or 1,000MB and 1MB is equal to 1,000,000 Bytes or 1,000 kB (kiloBytes) where 1KB = 1,000 Bytes

The total minimum costs over 24 months and the maximum termination charge, you will incur in accordance with clause 3.22:

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	Extra Small (available to eligible Premier, Business and Government customers)	Small	Medium	Unlimited / Large
Monthly Data Allowance	60GB	500GB	1000GB	Unlimited
Minimum Monthly Cost	\$60	\$80	\$100	\$125
Total Min Cost over 24 months including \$99 Activation fee and \$240 for the Telstra Business Smart Modem (on ADSL plans)	\$1,779	\$2,259	\$2,739	\$3,339
Total Min Cost over 24 months including \$299 Professional Installation Fee and \$240 for the Telstra Business Smart Modem (on nbn Plan)	\$1,979	\$2,459	\$2,939	\$3,539
Maximum Early Termination Charge	\$995	\$1,307	\$1,619	\$2,009
Excess Data Charges	\$1 per GB capped	at \$300 per account	per billing month	
Data Sharing	Broadband FTTP pl	pooled and share ans on the same acc Jnlimited data allowa	ount. Data sharing i	Telstra Business s not available with
Activation Charge		e applies for new Te Connections will occu		

Our Customer Terms Telstra Business Broadband FTTP

	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.
Hardware	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 include.
Mobile Broadband Back-up	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

If you took up a Telstra Business Broadband FTTP plan prior to 27 February 2018 or you took up a TBB 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:

Traffic allowance	Monthly charge	Excess usage charge (per GB)
	(GST excl.)	(GST excl.)
60 GB traffic allowance (30GB before 6 September 2016)	\$36.36	\$1.00
200 GB traffic allowance (100 GB before 6 September 2016)	\$54.55	\$1.00
600 GB traffic allowance (300 GB before 6 September 2016)	\$72.73	\$1.00
2000 GB traffic allowance (1000 GB before 6 September 2016)	\$109.09	\$1.00
Unlimited	\$200	n/a

Excess Usage Cap

5.5 If you take out a Telstra Business Broadband FTTP plan (Standalone or Bundled), we will provide you with an Excess Usage Cap

5.6 The Excess Usage Cap will be applied so that if you incur more than \$300 (GST inclusive) worth of excess data charges per Telstra Business Broadband FTTP service or account level if you have more than one eligible fixed broadband service on the account, in a single billing month, we will not charge you for that additional excess data usage above \$300 (GST inclusive) (regardless of the amount of additional excess data used by you).

6 Other charges

Additional telephone outlets

6.1 If you ask us to install any additional telephone outlets for your Telstra Business Broadband FTTP service at your premises, we charge you our standard fee-for-service charges for installing them. We will tell you about the charges at the time of your request.

Our fee-for-service charges are set out in the <u>Fee-for-Service (Other work we do for you) section</u> of Our Customer Terms.

Changing your service

6.2 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.

Changing your traffic allowance or access speed

6.3 You may apply to change your traffic allowance or access speed at any time. If we accept your application then, from the date that we notify to you, we will continue to provide your Telstra Business Broadband FTTP service to you under the new plan (including price) for the remainder of your minimum term. There is no separate charge for changing your existing plan.

Changing customer

6.4 You may apply to change the customer for your Telstra Business Broadband FTTP service. If we accept your application, we charge the incoming customer the following charge:

Changing customer	GST excl.
For each change	\$150.00

Relocating your premises

6.5 You may apply to change the premises where we provide the Telstra Business Broadband FTTP service to you. If we accept your application, we charge you the following charge:

Relocation	GST excl.
FTTP	\$90.84

Faults with your Telstra Business Broadband FTTP service

6.6 If we need to attend your premises to fix a problem with your Telstra Business Broadband FTTP service and we reasonably believe that there was no problem with the Telstra Business Broadband FTTP service or that we did not cause the problem, we may charge you the relevant fee-for-service charges set out in the <u>Fee-for-service</u> <u>section</u> 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.

7 Business Broadband FTTP Extras

- 7.1 There are a number of Business Broadband FTTP Extras that you can select with your Telstra Business Broadband FTTP service. These are:
 - (a) Broadband Equipment
 - (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).

as described below.

- 7.2 If your Telstra Business Broadband FTTP service is cancelled for any reason, we will also cancel your Business Broadband FTTP Extras. If you request, you may be able to continue to acquire some Business Broadband FTTP Extras on standalone basis. We will tell you which Business Broadband FTTP Extras you can retain on a standalone basis when you apply to cancel your Telstra Business Broadband FTTP service.
- 7.3 Your Business Broadband FTTP Extra may have a minimum term and an early termination charge may apply if you cancel your Business Broadband FTTP Extra (or it is cancelled because you have cancelled your Telstra Business Broadband FTTP service) before that minimum term expires as set out in the applicable terms for your

Business Broadband FTTP Extra. (This does not apply where we cancel your Business Broadband FTTP Extra when you are not in breach or where you cancel your Business Broadband FTTP 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.)

7.4 The Business Broadband FTTP Extras are not available to Telstra Wholesale customers or for resale.

8 Broadband Equipment

- 8.1 You may apply for equipment for your Telstra Business Broadband FTTP service.
- 8.2 The Broadband Equipment is supplied on the terms set out in Part B of the Internet Solutions section of Our Customer Terms, except that:
 - (a) We will inform you prior to ordering what equipment is available and the warranty period.
 - (b) Prior to 6 September 2016 the equipment available from us was a Cisco SRP 541W router including a 3 year warranty.

Equipment warranty coverage and replacement times	Description
Onsite (8X5XNBD) for Cisco SRP 541W (available prior to 6 September 2016)	If you report the fault to the Helpdesk and we (or our supplier) determine on a Business Day that your equipment will need to be replaced, we will aim (but do not guarantee) to send a replacement router to your site by close of business the next Business Day. The faulty router should then be sent to the address provided.
All other devices from 6 September 2016	If you report the fault to the Helpdesk and we (or our supplier) determine on a Business Day that your equipment will need to be replaced, we will aim (but do not guarantee) to send a replacement router to your site by close of business the next Business Day. The faulty router should then be sent to the address provided

(c) the equipment warranty targets are as follows:

the charge for the equipment you order from us will be a once off charge, as advised to you prior to ordering.

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

- 9.1 You may apply for the Business Mail service as a Business Broadband FTTP Extra if you took up your plan prior to 5 December 2016.
- 9.2 The Business Mail service is supplied on the terms set out in Part B of the Internet Solutions section of Our Customer Terms.

10 SMTP Mass Email

- 10.1 You may apply for the SMTP Mass Email service you took up your plan prior to 5 December 2016 and:
 - (a) you have a Business Mail POP service;
 - (b) you have a Business Online service (excluding standalone); or
 - (c) as a Business Broadband FTTP Extra if you have a Telstra Business Broadband FTTP service but neither (a) or (b) above apply.
- 10.2 SMTP Mass Email is supplied on the terms set out in Part B of the Internet Solutions section of Our Customer Terms .

11 Domain name registration and hosting

Not available to new customers from 5 December 2016

Registration and renewal

- 11.1 If you took up your plan before 5 December 2016, you can apply for registration of a new domain name for your:
 - (a) Business Mail POP service (including as part of your included ten (10) Business Mail POP mailboxes); or
 - (b) Business Online service (including standalone);

then the terms set out in Part B of the Internet Solutions section of Our Customer Terms will apply.

12 Service assurance and network performance

Telstra Business Broadband FTTP service provisioning times

12.1 We aim (but do not guarantee) to provision your Telstra Business Broadband FTTP service within the following timeframes (if existing infrastructure is available) depending on your connecting carriage service.

Connecting Carriage Service	Provisioning time (business days)
FTTP	10

- 12.2 We measure the timeframes above from the day we tell you that we have processed your application.
- 12.3 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.

Telstra Business Broadband FTTP service availability levels

12.4 We aim (but do not guarantee) to have the service availability of at least the following for each month for the following connecting carriage service:

Connecting carriage service	Service availability level
Telstra Business Broadband FTTP	99.20%

12.5 We do not take scheduled outages into account in calculating service availability levels.

Network availability level

- 12.6 We aim (but do not guarantee) to make sure the network availability is at least 99.9% for each month.
- 12.7 We measure network availability as follows:

Your connection	Network availability
If you are connected to a primary point of presence (primary POP):	The percentage of time that our intercapital network was functioning correctly.
	This is measured as the total number of minutes at least one

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Your connection	Network availability
	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.
If you have a different connection:	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.
	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.

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

12.8 We do not count scheduled outages when working out network availability for a month (see below).

- 12.9 Our systems calculate network availability measurements. If our systems fail, this does not mean that our Internet network was not available.
- 12.10 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 Telstra Business Broadband FTTP service.

Scheduled outages

- 12.11 Sometimes we perform scheduled maintenance, upgrades or repairs to our Internet access network or connecting carriage service and all or part of the Telstra Business Broadband FTTP service may not available as a result. This is a scheduled outage.
- 12.12 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 <u>CustData web page</u> on the Telstra Business Broadband FTTP page on our website or by sending an e-mail to the person you have nominated as your technical contact.
- 12.13 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.

13 Other work we do for you

- 13.1 We can charge additional fee-for-service charges for additional works associated with service activation (eg installing additional outlets for your Telstra Business Broadband FTTP service and connecting access ports outside our business hours.)
- 13.2 For details of these and other charges for installation, maintenance, consultancy and after sales activities not covered by a standard charge see "Our Customer Terms Feefor-service (Other work we do for you)".

14 Special meanings

14.1 The following words have the following meanings:

FTTP refers to a passive fibre optic cable network access connection (also known as Fibre to the Premises)

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

business day means any day, other than a Saturday, Sunday or recognised public holiday in the state in which your premises are located

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

traffic allowance is the number of gigabytes of traffic that you can receive in a month that are included in the monthly standard charge

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

This section needs to be read in conjunction with those parts of Our Customer Terms that relate to your eligible services. Various names for particular kinds of services, charges, pricing packages and discount offers are contained in those sections and have the same meaning here. Words defined in <u>the General Terms</u>, <u>the Basic Telephone</u> <u>Service section</u> and the section that relates to each of the available connecting carriage services have the same meaning in this section.