### **Our Customer Terms**

Page 1 of 49

# Telstra Business Broadband and Telstra Business Internet

### **Contents**

Click on the section that you are interested in.

1	About the Telstra Business Broadband and Telstra Business Internet	2
2	Telstra Business Broadband	3
3	Your use of the TBB service	7
4	TBB Standard features	10
5	TBB Plans and Charges	12
6	TBB Installation	14
7	Broadband Modem – ADSL only	16
8	Service assurance and network performance	17
9	Warranties on the NBN	19
10	Small Business Broadband	20
11	Small Business Broadband Pricing and Inclusions	23
12	Telstra Business Internet	25
13	Telstra Business Internet Plan	31
14	Unlimited Business Internet Basic Plan	32
15	Business Bundle Lite on the nbn network	32
16	About your plan	33
17	Optional add-ons	37
18	Additional Terms that apply only to Telstra Business Internet for customers with 13-digit account numbers	42
19	Telstra Business Internet Application	43
20	Telstra Business Connect®	43
21	Telstra Business Internet Fair Play Policy	44
22	Service Levels for Telstra Business Internet on ADSL2+	46
23	Service Levels for Telstra Business Internet on the nbn	48
24	International Calls	48

### 1 About the Telstra Business Broadband and Telstra Business Internet

Telstra Business Internet Bundles - Digital Office Technology (**DOT**) is not available for purchase by new customers from 30 September 2025. From 30 September 2025, existing customers of DOT will no longer be able to add new services, make changes or recontract existing services. On and from 30 August 2027, DOT will be withdrawn from the market and no longer be provided to all customers.

Telstra Business Broadband and Telstra business Internet is not available for purchase on ADSL and ADSL 2+ from 14 June 2024.

#### **Our Customer Terms**

- 1.1 This is the Telstra Business Broadband and Telstra Business Internet 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 any of those terms. The <u>Services on the National Broadband Network section of Our Customer Terms</u> also applies.
- 1.3 All prices in this section are inclusive of GST.
- 1.4 This section incorporates other parts of Our Customer Terms and the applicable Telstra Business Broadband and Telstra Business Internet <u>Critical Information Summary</u>. If there is any inconsistency between this and any other term in Our Customer Terms that applies to Telstra Business Broadband or Telstra Business Internet, then to the extent of the inconsistency, they will be read in the following order of precedence:
  - (a) the relevant Critical Information Summary;
  - (b) <u>Services on the National Broadband Network section</u> in respect of Telstra Business Internet on nbn services and <u>Business Phone Services section</u> and the <u>Telstra Business Broadband</u> section in respect of Telstra Business Internet on ADSL or ADSL 2+;
  - (c) this section;
  - (d) any other section of Our Customer Terms which applies to Telstra Business Broadband or Telstra Business Internet; and
  - (e) <u>The General Terms of Our Customer Terms.</u>

#### References

1.5 If any term of Our Customer Terms which is expressly incorporated refers to "our network", "our public switched telephone network", "Telstra Network" or anything similar, for the purposes of this Section those terms will be taken to also include a

- reference to the nbn and a reference to "service" in those terms will be taken to include a reference to Telstra Business Internet on the nbn<sup>TM</sup> network service.
- 1.6 A reference to a time or a day in this section of Our Customer Terms is a reference to the time or a day at the place where the relevant premises is located.

#### **References to the National Broadband Network**

- 1.7 In this section of Our Customer Terms, the following words have the following meanings:
  - (a) **nbn co** means nbn co limited (ABN 86 136 533 741) and its related body corporates, officers, employees, agents, contractors, sub-contractors and consultants.
  - (b) **nbn or the nbn<sup>TM</sup> 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 Broadband (nbn) services.

#### **Eligibility**

- 1.8 To be eligible for a Telstra Business Broadband or Telstra Business Internet service you must have an ABN, ACN or ARBN.
- 1.9 Wholesale customers are not eligible for a Telstra Business Broadband or Telstra Business Internet service. Telstra Business Broadband and Telstra Business Internet services are also not eligible for resale.
- 1.10 If you are an existing Telstra customer and sign up to a new Telstra Business Broadband or Telstra Business Internet Plan, any discounts (for example, loyalty discounts) will not apply to your new Telstra Business Broadband or Telstra Business Internet Plan.

#### 2 Telstra Business Broadband

#### What is the Telstra Business Broadband (TBB) service?

- 2.1 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<sup>TM</sup> network.
- 2.2 The TBB ADSL service uses ADSL to connect your premises to our Internet access network. The TBB on the nbn<sup>TM</sup> network service uses the NBN access service to connect your premises to our Internet access network.

#### **ADSL**

2.3 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.

- 2.4 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.
- 2.5 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 the General Terms of Our Customer Terms when we do so.
- 2.6 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).
- 2.7 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.
- 2.8 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. 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).
- 2.9 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.

2.10 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**

- 2.11 The nbn<sup>TM</sup> network access service uses the Broadband (the nbn<sup>TM</sup> network) service, and is provided on the terms set out in the Broadband (NBN) section of Our Customer Terms.
- 2.12 The nbn<sup>TM</sup> network access services will not be available in all areas or to all premises.
- 2.13 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, the TBB on the nbn<sup>TM</sup> 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.
- 2.14 The nbn<sup>™</sup> 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.
- 2.15 To help avoid potential usage experience issues relating to the shared nature of the network, you can purchase a Telstra Dedicated Data Pack (voice and data) or Telstra Voice Priority Pack (voice only) that will redirect and prioritise your internet traffic into a Traffic Class (TC1 or TC2) path with a Committed Information Rate (CIR) for an additional cost.
- 2.16 Traffic Class 4 (TC4) speeds on the nbn<sup>TM</sup> network provide a Peak Information Rate (PIR) that varies depending on your nbn<sup>TM</sup> 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 performance of interconnecting infrastructure not operated by us. An nbn<sup>TM</sup> service can never go faster than the maximum line speed available at your premises. For more information see telstra.com.au/small-business/broadband/nbn/nbn-speeds-explained. Typical minimum speeds will be lower on nbn<sup>TM</sup> Fixed Wireless. Below are the nbn<sup>TM</sup> network speed tiers across nbn<sup>TM</sup> network access types:

Speed Tier	Access Type	Typical download speeds (9am-5pm, weekdays)
Basic Speed	FW, FTTP, FTTN/B/C, HFC	An nbn service can never go faster than the maximum line speed available at
Standard Speed	FW, FTTP, FTTN/B/C, HFC	your home, so for FTTN/B/C customers

Standard Pro Speed	FTTP, FTTN/B/C, HFC	we will confirm your maximum
		attainable speeds after connection and
Standard Plus Speed	FW, FTTP, FTTN/B/C,	let you know if your line is not able to
	HFC	achieve the maximum speed of your
Add-Ons		plan. Find out more about speeds on
Premium Speed	FTTP, FTTC, HFC and some	the nbn network with Telstra at telstra.com/nbn-speeds
	FTTN/B customers	Typical download speeds between 9am-
Superfast Speed	FTTP & most HFC	5pm weekdays will be lower on nbn™
Ultrafast Speed	FTTP & some HFC	Fixed Wireless.
Premium Plus Speed	FTTP	
Ultra Speed	FTTP	
Ultra Plus Speed	FTTP	

2.17 Traffic Class 2 (TC2) speeds on the nbn<sup>TM</sup> network provide a Committed Information Rate (CIR) to Telstra at layer 2 on various nbn<sup>TM</sup> network access types at sites where nbn co have confirmed availability. When purchasing the TC2 speed tier the corresponding TC4 speed tier is required and will be provided as part of this offering. The TC2 speeds actually received by you may vary due to a number of factors, including your connected equipment and software configuration, source and type of content downloaded and the number of users and performance of interconnecting infrastructure not operated by us. For more information see <a href="https://www.telstra.com.au/smallbusiness/broadband/nbn/nbn-speeds-explained">www.telstra.com.au/smallbusiness/broadband/nbn/nbn-speeds-explained</a>. Typical minimum speeds will be lower on nbn<sup>TM</sup> Fixed Wireless. Below are the nbn<sup>TM</sup> network speed add-on available across nbn<sup>TM</sup> network access types, subject to service qualification:

Speed Tier	Access Type	Typical download & upload speeds during business hours
Dedicated Data S	FTTP, FTTN/B/C	An nbn service can never go faster than the maximum line speed available at your home, so
Dedicated Data M	FTTP, FTTN/B/C	for FTTN/B/C customers we will confirm your maximum attainable speeds after connection

Dedicated Data L	FTTP	and let you know if your line is not able to
		achieve the maximum speed of your plan. Find
		out more about speeds on the nbn network
		with Telstra at telstra.com/nbn-speeds
		Typical download speeds between 9am-5pm
		weekdays will be lower on nbn™ Fixed Wireless

#### 3 Your use of the TBB service

- 3.1 If you acquire a nbn<sup>TM</sup> 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<sup>TM</sup> 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 the General Terms of 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;
  - (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 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, 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.
- 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<sup>TM</sup> 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, 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<sup>TM</sup> network is rolled out in your location we will contact you to discuss whether you'd like to move your existing service to the nbn<sup>TM</sup> network. You may apply to transition an existing ADSL service to a TBB on the nbn<sup>TM</sup> network service if the nbn<sup>TM</sup> 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<sup>TM</sup> 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.
- 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.

#### 4 TBB 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. From 23 June 2020, IP Addresses assigned for TBB ADSL will be Version 4 (IP v4) and for 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.
- 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.

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

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.

- 4.9 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.
- 4.10 If you have IP Addresses issued by us for another Telstra TIB or TBB ADSL service, you may be able to use those IP addresses with your TBB on nbn service.

- 4.11 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
- 4.12 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<sup>TM</sup> network access service is an IP Address issued by us for that service.

#### CustData web page (TBB ADSL only)

- 4.13 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.
- 4.14 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 invitation only plan you may not be able to move back to that plan.
- 4.15 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.
- 4.16 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.

### 5 TBB Plans and Charges

5.1 Details of available plans and their associated inclusions and pricing are set out in the applicable TBB Critical Information Summary.

#### **Data Charges**

- 5.2 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 Critical Information Summary.
- 5.3 If you are on a capped plan, 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 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.
- 5.4 Any data usage allowance not used in a billing month is forfeited, and will not rollover to the following month.

5.5 You can change data usage allowances or Speed Tiers at anytime.

#### **Changing your Monthly Data Allowance**

- 5.6 You may apply to change your Monthly Data Allowance and plan size once per month.
- 5.7 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.
- 5.8 There is no separate charge for changing your existing plan under clause 5.24.

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

- You may apply to change your TBB on the nbn<sup>TM</sup> network service TC4 speed tier at any time (subject to availability depending on your nbn<sup>TM</sup> network technology access type).
- 5.10 If you are on an out-of-market TBB on nbn plans with either a Basic, Standard, or Standard Pro speed and you want to take up one of the high speed add-ons, you will be required to upgrade to an in-market plan.
- 5.11 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.
- 5.12 Your speed option and any add-ons you take up will be displayed on your bill as set out in the table below:

Bill Display for TC4 speeds	Bill Display for TC1/ TC2 speeds
Basic Speed (currently unavailable with	Dedicated Data S
Telstra)	
Standard Speed	Dedicated Data M
Standard Pro Speed	Dedicated Data L
Standard Plus Speed	Voice Priority 1
Premium Speed	Voice Priority 3
Superfast Speed	Voice Priority 5
Ultrafast Speed	Voice Priority 10
Premium Plus Speed	Voice Priority 20
Ultra Speed	Voice Priority 50
Ultra Plus Speed	

- 5.13 nbn<sup>TM</sup> network Standard Plus Speed is the default speed for TBB on the nbn<sup>TM</sup> network access services. Alternative Speed tiers, if selected, will be displayed on your bill as an extra, or reduced, monthly charge, instead of the default Standard Plus Speed.
- 5.14 When selecting a Dedicated Data Pack TC2 speed the underlying TC4 speed will not be presented on the bill

#### 6 TBB Installation

#### **ADSL**

- 6.1 There are two installation options available for TBB ADSL: self-installation or professional installation.
- 6.2 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 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.
- 6.3 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.
- 6.4 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).
- 6.5 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.
- 6.6 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.
- 6.7 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.

#### **NBN**

- 6.8 Depending on the plan, we will provide you with a Telstra Business Smart Modem that supports voice services if you are taking up a new service
- 6.9 You must have your TBB on the nbn™ network access service professionally installed by a Telstra Technician.
- 6.10 Where you use a Telstra Business Smart Modem which was purchased from us for an access service, Telstra professional install consists of:
  - (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.
- 6.11 Where you use a Telstra Business Mid-Market Router which was purchased from us for an access service, a basic Partner Installation consists of:
  - (a) Delivery coordination coordinating service delivery activities required for a successful installation, such as; nbn<sup>TM</sup> connection provisioning, router delivery, router manufacturer support activation and onsite installation(s)
  - (b) Equipment set-up and installation includes router unboxing, power-on test, connecting the Telstra router & NBN termination device (NTD) via standard length patch lead and verifying active port interface status (additional costs may apply for non-standard installations and installations outside metropolitan areas);
  - (c) Post-installation checks Ensuring the router is functioning correctly such as; confirming retrieval of the base configuration, setting unique administrative credentials and check that changes are retained between power cycles
  - (d) Wired (LAN) & Wirelesss (Wi-Fi) Includes configuring the router to your existing local area network (LAN) or creating a new logical LAN for connection of network devices. Setup of a standard Dynamic Host Configuration Protocol (DHCP) server on the NBN router is included by default, with a single network range for IP address allocations. The service includes setting up a single Wi-Fi network (SSID) with encryption for Telstra accredited NBN business devices.
  - (e) Mobile Broadband Back-up Includes testing of automatic failover and failback from primary NBN to 4G mobile broadband back-up connection.
  - (f) Connecting neighbouring wired and wireless devices includes the connectivity testing of up to 3 device types on the local network (such as wired pc, wired server, wireless laptop).

- 6.12 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.
- 6.13 We can charge you additional charges if the installation of your nbn<sup>™</sup> 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.
- 6.14 You agree to give us reasonable access to your premises in order to carry out any necessary installation or maintenance work.

### 7 Broadband Modem - ADSL only

- 7.1 You may apply for a modem for your TBB service.
- 7.2 Broadband Modems are not available with TBB on the nbn<sup>™</sup> network. If you transfer from an ADSL to a nbn<sup>™</sup> network access service the Broadband Modems available to you may change.
- 7.3 If your TBB service is cancelled for any reason, we will also cancel your Broadband Modems. If you request, you may be able to continue to acquire some Broadband Modems on standalone basis. We will tell you which Broadband Modems you can retain on a standalone basis when you apply to cancel your TBB service.
- 7.4 Your Broadband Modem may have a minimum term and an early termination charge may apply if you cancel your Broadband Modem (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 Broadband Modem. (This does not apply where we cancel your Broadband Modem when you are not in breach or where you cancel your Broadband Modem because we are in breach or where Our Customer Terms otherwise expressly states that the cancellation does not give rise to early termination charges.)
- 7.5 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.
- 7.6 Where we accept your application, we will advise you of what equipment is available from us.
- 7.7 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
- 7.8 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.
- 7.9 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
- 7.10 You can contact us for further details: Telstra Corporation Limited, telephone 13 2999
- 7.11 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.
- 7.12 We or our partner/agent 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.

### 8 Service assurance and network performance

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

- 8.1 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.
- 8.2 We measure the timeframes above from the day we tell you that we have processed your application.
- 8.3 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

- We aim (but do not guarantee) to make sure the ADSL network availability is at least 99.9% for e
- 8.5 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 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.

- 8.6 We do not count scheduled outages when working out network availability for a month (see below).
- 8.7 Our systems calculate network availability measurements. If our systems fail, this does not mean that our Internet network was not available.

8.8 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**

- 8.9 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 available as a result. This is a scheduled outage.
- 8.10 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.
- 8.11 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

8.12 We aim (but do not guarantee) to implement a standard installation of a nbn<sup>TM</sup> 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

- 8.13 An appointment will be attended by NBN Co to establish the fibre connection if required install a network terminating device into your premises. If a second appointment is required it will be attended by us and we will connect your service.
- 8.14 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

8.15 Each nbn<sup>™</sup> network access service will require compatible equipment at your Premises. You may purchase compatible equipment from us or use an alternative (BYO) device, but compatibility and configuration will be your responsibility.

#### 9 Warranties on the NBN

9.1 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.

9.2 Equipment purchased from us has defect warranty period of 24 months from the date of delivery to the Premises ("Warranty Period"). Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, 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**

- 9.3 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. For avoidance of doubt, where you purchase equipment that comes with a more extensive third party warranty service, that warranty service applies to the equipment in lieu of this clause.
- 9.4 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 or our partner/ agent with reasonable access to your TBB on the nbn<sup>TM</sup> network service equipment through the Internet so that we (or our supplier) may attempt to correct problems through remote access.
- 9.5 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 may be lost during the process of repair. Please ensure that you have saved this data elsewhere prior to sending to us for repair.
- 9.6 Unless otherwise stated, you are responsible for the costs associated with claiming under this clause 7.

#### 10 Small Business Broadband

- 10.1 The following sections of Our Customer Terms also apply to you if you take up a Small Business Broadband:
  - (a) the General Terms for Small Business Customers;
  - (b) the <u>Basic Telephone Services</u> section;
  - (c) the BigPond Services section; and
  - (d) the Services on the nbn<sup>TM</sup> network section.

References to "home" or "consumer" in the Bigpond Services section are to be read as Small Business Broadband for the purposes of your Small Business Broadband service.

#### **About Small Business Broadband**

- 10.2 Small Business Broadband is only available to customers who have received an invitation from us. It is not available to small or medium business on and from 25 June 2019.
- 10.3 You can choose a Telstra Small Business Broadband plan for each of your BigPond Services. You can choose a different Telstra Small Business Broadband plan for each service, even if they are on the same account.
- 10.4 You cannot migrate an existing T-Biz Broadband, Telstra Business Broadband, DOT (Digital Office Technology) or Telstra BizEssentials service to a Small Business Broadband services.
- 10.5 If you are an existing Telstra customer and sign up to a new Bundle, any discounts (for example, loyalty discounts) will not apply to your new Bundle.
- 10.6 If you sign up to a 24 month minimum term and the 24 month minimum term ends, you will remain on your Small Business Broadband plan on a month to month basis.
- 10.7 Broadband service availability, and the type of service offered, depends on what is currently available at your location, following service qualification checks by us.
- 10.8 Foxtel from Telstra, Telstra TV and BigPond Movies are not available with Small Business Broadband.
- 10.9 Small Business Broadband is not available with any other offer unless we advise otherwise.

#### Service availability

10.10 Small Business Broadband are not available to all areas, premises or customers. While we perform preliminary qualification checks upfront for broadband and voice service availability, the type of service offered (the nbn<sup>TM</sup> network, ADSL & ADSL2+) may be subject to further qualification checks to determine what is available at your location.

#### Activation and Installation for Small Business Broadband

- 10.11 Activation, installation and charges for additional work are set out in the Basic Telephone Service Section Part A General ,the BigPond Services (Part C ADSL), and the Services on the nbn<sup>TM</sup> network Part B Phone and Broadband Services on the nbn network sections of Our Customer Terms.
- 10.12 Additional installation charges may also apply for non-standard installation. Examples of whether this may apply include where your premises does not have any lead-in or you require other in-premises wiring work in order to connect your service(s).

#### Changing/cancelling your plan

- 10.13 You can change to another Telstra Small Business Broadband plan within the Small Business Broadband plan size once a month during your term.
- 10.14 If you were connected to a Small Business Broadband XS or XL plan size and then move to the Standard or Ultimate plans, you will not be able to move back to a Small Business Broadband XS or XL plan size. Any discounts (for example, loyalty discounts) you were receiving on Small Business XS or XL plan will also no longer apply.
- 10.15 If you cancel your broadband service, or transfer it to another service provider, your plan will be cancelled.
- 10.16 If your Small Business Broadband plan is cancelled early (not due to our fault) and you do not agree with us otherwise we may charge you an early termination charge equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount equal to \$936, pro-rated for the months remaining on your minimum term.

#### Transferring to the National Broadband Network (the nbn™ network)

- 10.17 We can transfer your Small Business Broadband service either before or after the end of your fixed length contract to a service supplied using our Standard Busy Period Speed plan on the the nbn<sup>TM</sup> network. We will provide you with reasonable advance notice (and in any event, no less than 30 days' notice) that your service is about to be migrated. After your service has been migrated, you can terminate your service at any time in which case we will not charge you the standard early termination charges for your service (if any), but we may charge you an amount equal to the actual third-party costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the termination. If we fail to provide you with reasonable advance notice or if the migration to the new service has more than a minor detrimental impact on you, you may terminate your service at any time after your service has renewed without having to pay any early termination charges (including the charges contemplated in the previous sentence).
- 10.18 This service has a minimum typical busy period speed of 15Mbps. Actual speeds will vary due to a number of factors including hardware and software configuration, source and type of content downloaded, the number of users and performance of interconnecting infrastructure not operated by Telstra. Devices connected by Wi-Fi may experience slower speeds than those connected by Ethernet cable.

#### **Electronic Billing and Payment**

- 10.19 Any Small Business Broadband plan connected requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 10.20 Exemptions from these fees are available for:
  - (a) Telstra Pensioner Discount customers;

- (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
- (c) Australian Government Health Care Card Holder customers; and
- (d) customers who do not have an email address or internet access.

#### **Paperless Bill**

10.21 You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the General Terms for Small Business Customers section of Our Customer Terms.

#### **Electronic Payment**

10.22 You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) ® Registered to BPAY Pty Ltd ABN 69 079 137 518

### 11 Small Business Broadband Pricing and Inclusions

11.1 The pricing for your Small Business Broadband service is set out in the applicable Critical Information Summary.

#### **Small Business Broadband hardware**

- 11.2 The Standard and Ultimate Plans include a Telstra Smart Modem<sup>TM</sup>. We will waive the 24 monthly hardware payments equal to the regular retail price of the Telstra Smart Modem<sup>TM</sup> (as applicable) over the minimum term of your plan provided you do not cancel your Plan early. If you cancel your plan before the end of the 24 month term, in addition to any other early termination charges:
  - (a) we will cease to waive the remaining monthly hardware payments for the remainder of your minimum term; and
  - (b) the early termination charges for your Plan will be increased to include the remaining hardware payments.

#### Speed Boost – the nbn™ network

- 11.3 Speed Boost is available on the nbn<sup>TM</sup> network. We will check if you're eligible when you ask to take up Speed Boost.
- 11.4 You may cancel your Speed Boost by telling us. If you do so part way through a month, your monthly subscription fee will be rebated to you on a pro-rated basis, calculated on the number of days left in your billing cycle.
- 11.5 There is a limit of one Speed Boost per service per month. Your Speed Boost continues to apply unless it is cancelled.

#### Standard Small Business Broadband inclusions

- 11.6 Your Small Business Broadband service includes the following:
  - (a) Broadband service
    - (i) Provided over the **nbn**<sup>TM</sup> network or ADSL technology, depending on what is available to you;
    - (ii) If you exceed your monthly fixed broadband data allowance you will be charged \$1 per GB, charged per MB or part thereof capped at a maximum of \$300 per month.
  - (b) Static IP Address
    - (i) We will provide you with a static internet protocol address ("IP Address") for your Small Business Broadband service.
    - (ii) You cannot request a particular IP Address.
    - (iii) If you have an existing static IP address with your service and that services is moved to the nbn<sup>TM</sup> network, the static IP address will change during the transaction and the new static IP address will be supplied to you. You will need to update any settings, equipment or applications that use your current static IP address.
    - (iv) Part G BigPond additional services applies to your IP Address. These Small Business Broadband terms apply to the extent of any inconsistency.
  - (c) Telstra Mail
    - (i) Telstra Mail is an online mailbox that allows you to:
      - (A) Access, send and receive electronic messages via any internet connected device; and
      - (B) Use online contacts and calendars, by logging in to www.telstra.com/email.
    - (ii) You may be charged for the data that you download from or upload to Telstra Mail account.
    - (iii) Telstra Mail is available to you at no charge with your Small Business Broadband plan (with up to 15 included mailboxes).
    - (iv) Part K BigPond additional services applies to your Telstra Mail service. These Small Business Broadband terms apply to the extent of any inconsistency.
  - (d) Telstra Smart Modem

- (i) Telstra Smart Modem with mobile broadband backup included with your new service
- (ii) If there is an outage of the fixed broadband service, you will connect and have access to the internet via the Telstra Mobile Network.
- (iii) If there is an outage of the broadband services, you will still have access to the internet via the mobile broadband back up service. During this time, the modem is limited to speeds of 6Mbps for downloads and 1Mbps for uploads. Actual speeds may vary due to local conditions and content accessed.
- (iv) If your plan includes bundled hardware, like a Telstra 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).

References to "home" or "consumer" in the Bigpond Additional Services section and of Our Customer Terms are to be read as "Small Business Broadband" for the purposes of your Small Business Broadband service. These Small Business Broadband terms apply to the extent of any inconsistency.

#### Standard set up charges

11.7 The standard set up charges that apply to Telstra Small Business Broadband services is set out in the applicable Critical Information Summary.

#### 12 Telstra Business Internet

#### What is Telstra Business Internet?

- 12.1 Telstra Business Internet allows customers to bundle eligible nbn<sup>TM</sup> network Fibre to the Premises, Fibre to the Curb, Fibre to the Node & Fibre to the Building broadband connection, with IP telephony and mobile services on one account and one bill.
- 12.2 In this section, references to "broadband" mean an nbn™ network Fibre to the Premises, Fibre to the Curb, Fibre to the Node & Fibre to the Building broadband service of sufficient quality to support a digital voice service.
- 12.3 Telstra Business Internet consists of:
  - (a) a plan of:
    - (i) one broadband connection; and
    - (ii) for Telstra Business Internet on nbn or ADSL 2+ one IP Voice service ("digital voice service"), or for Telstra Business Internet on ADSL, one Telstra Basic Telephone Service; and

- (b) optional add-ons, including:
  - (i) Additional Voice Line; and
  - (ii) Business International Calling Pack.

#### **Eligibility**

- We supply the Telstra Business Internet service for business purposes and you must use Telstra Business Internet predominantly for business purposes.
- 12.5 If you are a customer with a 13-digit account number, we supply the Telstra Business Internet service to you for a mix of business and residential purposes.
- 12.6 To be eligible for a Telstra Business Internet service, you must maintain the underlying:
  - (a) Basic Telephone Service or digital voice service; and
  - (b) Telstra broadband connection.

#### Compatibility with other offers

- 12.7 You can't take up any of the following on your Telstra Business Internet Account:
  - (a) Reward packages, options or offers;
  - (b) All-4-Biz; or
  - (c) other port in or special offers that we determine from time to time are not compatible.

#### **Availability**

- 12.8 Telstra Business Internet on ADSL2+ is not available to new customers from 21 March 2017. Cus

  Telstra Business Internet services can purchase additional Telstra Business Internet on ADSL2+ services.
- 12.9 Telstra Business Internet is only available in locations where either ADSL, ADSL2+ broadband or nbn<sup>TM</sup> network Fibre to the Premises, Fibre to the Curb, Fibre to the Node & Fibre to the Building broadband service of sufficient quality to support a digital voice service is available.
- 12.10 Availability for Telstra Business Internet on ADSL or ADSL 2+ also depends on a number of factors, including the length of cable to the nearest telephone exchange, the quality of the existing telephone service and whether the nearest exchange has enough ADSL or ADSL2+ capacity.
- 12.11 Availability for a Telstra Business Internet on the nbn™ network service depends on whether the premises in which you take it up is serviceable by nbn co fibre.
- 12.12 Once you take up a service with us on the nbn<sup>TM</sup> network you can't switch back to Telstra services on our existing copper network at the same location.

- 12.13 We may need to conduct a service qualification at your location to determine whether Telstra Business Internet is available and the maximum number of concurrent IP voice calls which can be supported at your location.
- 12.14 You need to have a telephone service for us to provide Telstra Business Internet. If you need us to connect a new telephone service, the connection charges set out in the:
  - (a) <u>Basic Telephone Service section of Our Customer Terms</u> will apply for Telstra Business Internet on ADSL or ADSL2+; or
  - (b) <u>Services on the National Broadband Network</u> section of Our Customer Terms will apply for Telstra Business Internet on the nbn.

How we give you information about Telstra Business Internet

12.15 We can give you information about Telstra Business Internet verbally, by email, SMS or by mail. By taking up Telstra Business Internet you agree to receive service information, including notices about changes we may make to Telstra Business Internet from time to time, by any of these methods.

#### How we deliver Telstra Business Internet

12.16 The technical means we use to deliver the Telstra Business Internet service is completely up to us.

#### Call barring

12.17 We bar calls to 190 numbers from services connected to your Telstra Business Internet account automatically. You may change your call barring settings at any time by contacting us.

#### Power supply and Emergency 000 Access

- 12.18 Your Telstra Business Internet service needs mains power to work, so if the power goes out, you won't be able to use your Telstra Business Internet service (including to make and receive calls) and you won't have access to the Emergency 000 service. You must supply power to operate the equipment associated with your Telstra Business Internet service as specified in the equipment manual.
- 12.19 Therefore a Telstra Business Internet plan is not suitable if you have serious illness or condition, require disability services, have a back-to-base alarm, or require an uninterrupted telephone line, in that case we recommend an alternative service. If you need an uninterrupted phone service we recommend that you have another service, like a mobile, and if you have a back to base alarm system we recommend you consider Business Protect or speak to your alarm service provider about mobile backup before you take up a Telstra Business Internet service

#### Telstra Business Internet and analogue equipment

12.20 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, although your Telstra Business Internet service may support Fax, EFTPOS, back to base alarm systems, medical diallers and other non standard dialler

services and equipment we cannot guarantee that these services and/or equipment will work or function faultlessly over your service. Please first check with your equipment manufacturer/provider about compatibility with a Telstra IP voice service on the nbn.

#### **Universal Service Obligation**

12.21 Telstra Business Internet is not provided in fulfilment of Telstra's Universal Service Obligation.

#### Same Account

12.22 All the components of your Telstra Business Internet service must be on the same account to receive benefits such as free on account calls and sharing of included allowances. You can have Telstra Business Internet on ADSL or ADSL2+ and Telstra Business Internet on the nbn<sup>TM</sup> network services on the same account and still receive these benefits, but if your services aren't on the same account you won't receive these benefits.

#### **Online Billing and Other Online Services**

12.23 Our online services are:

Online Service	What does it do?
Online Bill and Online Bill Reporting	Let's you view, analyse, download and generate reports about your Telstra bills
CustData	Let's you manage your broadband service
Mobile Data Usage Meter	Gives you an estimate of your data usage on all your mobile and mobile broadband devices in Australia
Commpilot	An online call management tool for your digital voice service.
Telstra Apps Marketplace	Let's you purchase Telstra applications
CallConductor	An online call management tool for your digital voice service that lets you manage account settings. CallConductor is only available for customers who take up a Telstra Business Internet service.

- 12.24 We will register you for online services including CallConductor when you take up your Telstra Business Internet service.
- 12.25 Some of our online services are subject to terms of use. Where terms of use apply, they are available for you to view when you log on to use the online service. If you don't agree with the terms of use, tell us and we will revoke your registration.

12.26 Unless you tell us otherwise, we will provide you with an online bill for your Telstra Business Internet service. You will not receive a paper bill unless you ask us to provide you with one.

#### Unlimited allowances and free voice calls

12.27 Some components of the Telstra Business Internet service give you access to free voice calls and unlimited allowances of calls and data usage. Where we make these available to you, you must follow our Telstra Business Internet Fair Play Policy set out in this section.

#### **Relocating your business**

- 12.28 If you relocate your premises to which a Telstra Business Internet plan or Additional Voice Line add-on is connected to premises outside the existing exchange area, you may need to change your telephone numbers.
- 12.29 If you have a Telstra Business Internet on ADSL or ADSL2+ service, the terms applicable to this are set out in the <u>Basic Telephone Service section of Our Customer Terms</u>.
- 12.30 If you have a Telstra Business Internet on the nbn™ network service, the applicable terms are set out in the <u>Services on the National Broadband Network</u> section of Our Customer Terms.
- 12.31 If Telstra Business Internet is not available at your new premises you will have to cancel your service and you may be required to pay the applicable early termination charge.

#### What we mean by "Standard Calls"

- 12.32 Your Telstra Business Internet plan comes with included amounts of standard calls. This does not include all types of calls. If you make a call that is not a standard call, you have to pay for it separately.
- 12.33 Standard calls means most types of national direct dial voice, video and data calls, SMS, MMS, calls to Telstra satellite mobiles, Directory Assistance, to 13 numbers (including 1300 or 1345 number) and 1800 numbers.
- 12.34 All other call types are not included as standard calls. This includes international calls and international roaming, calls to the Sensis 1234 service, 12234 and 12455, third party content calls, Iterra calls, calls to radio paging, calls to Optus MobileSat, InfoCall 190, 19xx and 12xx numbers.

#### **Equipment maintenance**

- 12.35 Nothing in this section in any way affects any statutory guarantee we cannot exclude that applies to equipment we supply.
- 12.36 For the equipment you purchase with your Telstra Business Internet plan, you will receive maintenance for that equipment from us at no additional charge as set out in clauses 12.37 to 12.44 below.
- 12.37 For equipment you purchase with a plan, you will receive maintenance at no additional charge for up to 24 months starting the date we provide the equipment, provided you

continue your plan during that time.

- 12.38 After thise maintenance periods, and subject to any rights you have under applicable laws, you are responsible for maintaining your equipment and paying for any additional repair or replacement costs for such equipment.
- 12.39 Subject to normal warranty conditions, the maintenance services include:
  - (a) a help desk for you to report any faults with the equipment; and
  - (b) supplying replacement equipment when you notify us that the equipment is faulty, provided that we are reasonably satisfied that the equipment is faulty and the fault was not caused by you.
- 12.40 In metropolitan areas, we aim to get the replacement equipment to you the business day after you notify us. In other areas it may take up to 5 business days.
- 12.41 We will charge you for the replacement equipment, but we will rebate you the charge if we receive the faulty equipment back from you. If we don't receive the faulty equipment, you won't receive the rebate.
- 12.42 You are responsible for paying any costs associated with sending us faulty equipment for the purpose of the maintenance service and any damage or loss to the equipment that occurs while it is being sent to us.
- 12.43 Any equipment that has been returned to us becomes our property at the time we provide you with replacement equipment for it.
- 12.44 Maintenance services will not cover equipment that has been misused or abused by you or has liquid damage.

#### **Modem Warranty**

- 12.45 The Telstra Business Smart Modem<sup>TM</sup> is preconfigured with our specifications for use with the Telstra Business Internet service. If you change these specifications, we may not be able to provide some of the warranty services to you.
- 12.46 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 receive your Telstra Business Smart Modem<sup>TM</sup> from us. Our warranty services include:
  - (a) access to the Helpdesk to report issues with your modem; and
  - (b) certain replacement and repair services, as described below.

Note also that if you are a consumer under the Australian Consumer Law, our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

(c) to cancel your service contract with us; and

(d) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

- 12.47 You can contact us for further details: Telstra Corporation Limited, telephone 13 2999.
- 12.48 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.
- 12.49 We will provide you with technical support services for problems with your Telstra Business Smart Modem<sup>TM</sup>. 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.

#### Messaging services

12.50 Your Telstra Business Internet plan come with a messaging service that attaches voice messages left on your digital phone or mobile to email and sends them to your nominated email address. This service is activated on request and is provided at no extra charge on a casual, month to month basis. You are only allowed to use this feature in Australia, and we may withdraw it at any time with reasonable notice you. If the feature is withdrawn, you will still be able to retrieve and listen to your voice messages using your digital phone or mobile.

#### 13 Telstra Business Internet Plan

13.1 The Unlimited Business Internet Plan runs month to month and is available until withdrawn by us. The applicable inclusions and charges are set out in the relevant Critical Information Summary.

#### **Changes to your Plan**

- On and from 4 July 2024, in addition to our rights set out in the General Terms, if your service is supplied over the nbn® network, we may (but are not obliged to) move you to the next lowest nbn speed tier plan if we reasonably believe:
  - (a) your typical use of the network would be better suited to the lower plan; or
  - (b) you are not receiving a material performance benefit by remaining on your current plan.
- 13.3 We will tell you of the plan change at least 30 days beforehand.

13.4 If you are downgraded to our lowest nbn speed tier plan, and subsequently upgrade to a higher nbn speed plan, you will not be able to downgrade to our lowest nbn speed tier plan again.

#### 14 Unlimited Business Internet Basic Plan

- 14.1 On or from 4 July 2024, the Unlimited Business Internet Basic Plan is available month to month until withdrawn by us. The applicable inclusions and charges are set out in the relevant Critical Information Summary.
- 14.2 The Unlimited Business Internet Basic Plan is only available by invitation from Telstra to customers with a 10 digit account number.
- 14.3 The Unlimited Business Internet Basic Plan is only available on NBN (excluding Fixed Wireless and Opticomm)
- 14.4 The Unlimited Business Internet Basic Plan is only available with Standard Pro speed tier (please see NBN Speeds Explained page for Business for further information). Standard Plus speed tier and speed boosts are not available on the Unlimited Business Internet Basic Plan. Please note that speed tier changes only apply to Unlimited Business Internet plan. If your nbn service is currently on the Unlimited Business Internet Basic plan you must first change plan, then change speed tier.
- 14.5 If you are downgraded to the Unlimited Business Internet Basic plan and subsequently upgrade to a higher nbn speed plan, you will not be able to downgrade to the Unlimited Business Internet Basic plan again.

#### 15 Business Bundle Lite on the nbn network

- 15.1 The Business Bundle Lite plan (BBL) is only available by invitation from Telstra.
- 15.2 The BBL is only available to existing SMB NBN bundle customers transitioning from ADSL to NBN who is currently on a plan with a minimum monthly spend of \$100 (transitional customer).

#### **Additional Voice Lines**

- 15.3 You must have an active BBL to purchase an additional voice line.
- 15.4 The new Business International Calling pack is not compatible
- 15.5 The additional Voice Line will be cancelled if you choose to cancel the BBL.

### 16 About your plan

#### **Our Changes to your Plan**

- 16.1 From time to time we may make changes to your plan, including price and inclusions, or we may move you to a new plan (which may cost more). With no lock-in, you can leave if you don't like the change: just pay out your device and accessories in full (as applicable) and your services for that month in full. If we change your plan or move you to a new plan:
  - (a) We'll give you at least 30 days' notice before making changes or automatically moving you to the closest available plan.
  - (a) You can cancel your plan if you don't like the change or the new plan; you'll need to pay out the remaining cost of your devices and accessories (as applicable) in full and your services for that month in full.
  - (b) We can tell you about changes to your Business Internet Plan by any method we consider reasonable in the circumstances, including: bill message, bill insert, direct mail, email, SMS/MMS, the Telstra 24x7® App or our other mobile apps, online account management tools (such as My Account or Your Telstra Tools), or telephone. We may use these methods to direct you to further information about the changes, such as on Telstra.com or at a Telstra Shop.

Please note that Clause 4 (Changing Our Customer Terms) of the <u>General Terms</u> does not apply to Telstra Business Voice Services in this section.

#### **Cancelling your Plan**

- 16.2 You can cancel your plan at any time without incurring any early termination charges for the service. However, you'll need to pay:
  - (a) a pro-rated amount for your last billing period based on when you cancel your plan;
  - (b) any additional charges payable for that month; and
  - (c) any charges for your Telstra Business Smart Modem<sup>TM</sup> in full as set out in clause 13.1.
- 16.3 Additionally, if you cancel your plan, then:
  - (a) unless you have another Telstra Business Internet Plan that you are not cancelling your access to online tools will be cancelled; and
  - (b) all Additional Voice Lines and other optional add-ons related to that plan will be cancelled, and you'll need to pay a pro-rated amount for your last billing period based on when you cancel your plan.
- 16.4 If you cancel your underlying broadband connection or digital voice service or Telstra Basic Telephone service, or transfer one or both of those services to another account, you will:

- (a) no longer be eligible for your Business Internet Service; and
- (b) be taken to have cancelled your Business Internet Service,

and clause 16.2 will apply. Additionally, if you transfer your broadband connection only, you may choose any current Telstra Business Basic Telephone Service or Business Voice Service that is available to you at the time of the transfer. If you don't choose, we'll convert your remaining Telstra Basic Telephone Service or digital voice service to an appropriate Business Voice Service.

#### Inclusions and other plan features

- 16.5 Your plan comes with:
  - (a) **one broadband service** with a static IP v4 (optional) on ADSL or a dual stack IPv4 and IPv6 address(excluding 13 digit account numbers) on nbn to host your own Virtual Private Network, website or FTP servers. If you have IP Addresses issued by us for another Telstra service, you may be able to use those IP addresses with your Telstra Business Internet on the nbn service. The terms that apply to your broadband service are set out in the <u>Telstra Business Broadband section of Our Customer Terms</u> for Telstra Business Internet on ADSL or ADSL2+ services and <u>Telstra Business Broadband section of Our Customer Terms</u> and <u>Broadband (nbn) Section of Our Customer Terms</u> for Telstra Business Internet on the nbn services;
  - (b) **one digital voice service**. The terms that apply to your digital voice service are set out in the Telstra Business Voice on nbn and ADSL section of Our Customer Terms.
  - (c) **mobile broadband backup**: in the event that the broadband service connected to your Unlimited Business Internet Plan becomes temporarily unavailable, the router we provide will automatically failover data to the Telstra Mobile Network and will automatically return to the broadband service once it has been restored. We will notify you once the service has been restored. Subject to the terms set out in this section, the Data Services Section of Our Customer Terms applies to use of the mobile broadband backup, and:
    - (i) If the mobile broadband backup is activated, inbound and outbound calls made to and from your main business number connected to your Unlimited Business Internet plan will be made using data over the Telstra Mobile Network.
    - (ii) You may only use the mobile broadband backup service for failover purposes and not as a wireless broadband service. The Telstra Mobile Network SIM card will be locked to prevent unauthorised use.
    - (iii) The mobile broadband device we give you will use a small amount of your data allowance (approximately 9kb per hour) while it is connected but not backing up the service.

#### Free On Account Calls

- 16.6 You can make free voice calls in Australia to and from fixed or mobile voice services, that are on the same account as your Telstra Business Internet plan ("Free On Account Calls"). The following applies to Free On Account Calls:
  - (a) Free On Account Calls do not apply to video calls, international calls or international roaming calls.
  - (b) If you have more than one Telstra account, Free On Account Calls do not apply between accounts.

#### **Equipment**

- 16.7 You may need to buy the following from us to use with your Telstra Business Internet plan. If you do need to buy the following from us, it will be under a Hardware Purchase Plan. The charges for these are in addition to the charges for your Core Plan:
  - (a) one router package ("router"); and
  - (b) one wired IP voice handset ("digital phone") (optional for Telstra Business Internet on nbn services).

We will provide you with details of these charges at the time you apply for your Telstra Business Internet plan.

16.8 The maximum number of Additional Voice Lines, EFTPOS and Fax Options that may be collectively connected to a Core Plan is 9. For Telstra Business Internet on ADSL or ADSL+2 services, you can use a maximum of 3 lines at the same time and for Telstra Business Internet on the nbn services, you can use a maximum of 10 lines at the same time. This number includes any Additional Voice Line, and also includes both calls you receive and calls you make.

#### Installation

- Where you require us to install the equipment that comes with your Telstra Business Internet service at your premises, you must let us install the equipment.
- 16.10 We'll install your Telstra Business Internet service between 8am and 5pm on business days.
- 16.11 Installation of your Telstra Business Internet service includes attendance at your premises to install and connect your router, your plan, and any Additional Voice Lines or EFTPOS and Fax, and configuration of your eligible existing network devices to the Telstra Business Internet service. Eligible existing network devices include network servers, computers, up to 3 printers, security devices or any other device notified by us. Installation does not include configuration of any new devices to your Telstra Business Internet service. It also does not include any cabling works, however you may take up the Voice and Data Cabling Option for an additional fee.

#### **Digital Voice Service and Devices**

- 16.12 Your main business number will be connected to the digital voice service that comes with your plan.
- 16.13 You can change the number that your main business number is automatically forwarded to by using CallConductor, however: if the number is not on your Telstra Business Internet account, or is outside Australia (for example, if the call is forwarded to a mobile service which is overseas), you will be charged for the call at the rates applicable to your plan. If the number to which you are forwarding the call is on your Telstra Business Internet account and is physically located in Australia, there is no charge for forwarding the call.
- 16.14 If you take up a Hunt Group or Virtual Receptionist service or request a new Direct Business Line Number separate to your main business number, you will be allocated a new Direct Business Line number for the digital voice service that comes with your Telstra Business Internet plan, and your main business number will be automatically forwarded to your Direct Business Line number.
- 16.15 If you make a call from your digital voice service, the telephone number that the call recipient will see (if they have enabled Calling Number Display and you have not asked for your telephone number to be blocked) will be your main business number, not your Direct Business Line number.
- 16.16 If you take up Telstra Business Internet on nbn or ADSL 2+, your voice services will be provided using IP-based technology. Your digital voice service includes the Quality of Service (QoS) voice calling enhancement feature which helps improve the reliability and consistency of voice calls made using your Telstra Business Internet Plan. The quality of voice communications may vary and may and you may experience temporary interruptions, loss of service and stuttering. There are a number of factors that will determine the quality of your voice communications, including your connected equipment and software configuration, the number of other users connected at the same time and the associated line transmission rates of those end users, and performance of interconnecting infrastructure not operated by us.
- 16.17 Each month you have to pay us the Monthly Fee and the applicable charges for any calls you make that aren't included in your plan.

#### Telstra Business Internet on the nbn™ network Broadband Speed Tiers

- 16.18 Clauses 16.19 to 16.24 apply to Telstra Business Internet on the nbn<sup>TM</sup> network services alone.
- 16.19 Your Telstra Business Internet on the nbn<sup>TM</sup> network service includes Standard Plus Speed. Higher speed tiers are available (subject to availability at your premises and your chosen plan) as a speed boost add on to your plan. Please refer to the applicable TBB Critical Information Summary for the speed boost add on pricing. The specified upload and download speeds mentioned in clause 16.22 are indicative typical minimum line speeds into the premises during business hours (between 9am and 5pm Monday to Friday) only. These speeds exceed the capabilities of some content servers and personal computers. Subject to the Australian Consumer Law provisions in the General Terms of

Our Customer Terms, we do not promise that the specified speeds will be achieved at all times. Actual speeds may be slower and will vary due to a number of factors, including your connected equipment and software configuration, source and type of content downloaded and the number of users and performance of interconnecting infrastructure not operated by us. Devices connected by WiFi may experience slower speeds than those connected by ethernet cable.

- 16.20 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not promise successful data transmission using the broadband service. Temporary interruptions and packet loss may occur from time to time. The broadband 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 real time video streaming) or require high volume continuous file transfers.
- 16.21 The nbn<sup>TM</sup> network is 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.
- 16.22 The typical busy period line speeds into the premises during business hours (between 9am and 5pm Monday to Friday) are set out on the nbn speeds explained page: https://www.telstra.com.au/small-business/internet/nbn/nbn-speeds-explained#fixedline
- 16.23 Where applicable, you may change your Speed Tier once per month by telling us. If you do so during a month, your monthly subscription fee will be rebated to you on a pro-rated basis and your new monthly subscription fee will pro-rated for the remainder of the first month, calculated on the number of days left in your billing cycle.
- 16.24 Where applicable, there is a limit of only one Speed Tier per Core Plan per month. Your chosen Speed Tier continues to apply until you change it.

#### **Moving to Telstra Business Internet**

16.25 You can move from other Telstra services to a Telstra Business Internet plan, even if you are within a fixed contract term. We won't charge you any early termination fees.

### 17 Optional add-ons

17.1 Depending on if your Telstra Business Internet service is provided over ADSL, ADSL 2+ or nbn, you can choose from a range of optional add-ons.

Option	Description
Business International Call Pack	For an additional monthly fee, you can choose to apply a Business International Calling Pack to your plan. The Business International Calling Pack provides for unlimited standard international calls to select destinations. For other rates, see clause 24.
Additional Voice lines	For an additional monthly fee, you can add an additional voice line to your plan.

Option	Description
Hunt Group	For an additional monthly fee, Hunt Group allows you to direct incoming calls to a group of digital voice services on your Telstra Business Internet account that you nominate, that are on the same plan.
Virtual Receptionist	Virtual Receptionist is a hosted service providing businesses with a virtual and intelligent receptionist feature. It greets inbound callers with a pre-recorded welcome message, and is configured to direct calls via an IVR-like menu system (Press 1 for Sales, 2 for Service, 3 To Leave A message, etc.) to other phone numbers.
Ad on Hold	For an additional monthly fee, customers' inbound calling your business who are placed on hold will hear a professional advertising voice-over service with background music.
Voice and Data Cabling	For an additional once off fee, we will install cabling from your router to other locations in your premises.
Other Voice Add-Ons	IP Handset (\$10/month)

#### **Additional Voice Line**

17.2 If you select an Additional Voice Line, the same inclusions apply as the initial digital voice service.

#### **Hunt Group**

- 17.3 Hunt Group allows you to direct incoming calls to a group of digital voice services on your Telstra Business Internet account that you nominate, that are on the same Telstra Business Internet plan ("Group"). If a call to a phone in the Group is not answered, Hunt Group will automatically divert the call to the next available line in the group of phones selected.
- 17.4 You can choose from any of the following "hunt" schemes, each of which rings the specified phones in a different manner:
  - (a) Regular Hunt Groups sends calls to users in the order listed by an administrator. Incoming calls go to the first available person on the list, always starting with the first person on the list.
  - (b) Circular Hunt Groups sends calls in a fixed order. The call is sent to the first available person on the list, beginning where the last call left off.
  - (c) simultaneous rings all of the users in the group simultaneously; the first user to pick up the ringing phone is connected.
  - (d) with Uniform Hunt Groups, as a call is completed, the user moves to the bottom of the call queue in a shuffling fashion. The next incoming call goes to the user who has been idle for the longest. If a user receives a call that was not directed to

them through the hunt group, the call will not be included in the receiving order for Uniform calls.

17.5 You can take up Hunt Group for a monthly fee (payable in addition to the cost of your Telstra Business Internet Plan). Hunt Group is available on a casual, month-to-month basis, and you can cancel it at any time. If you cancel before the end of a billing month, we'll charge the Monthly Fee on a pro-rata basis.

#### **Virtual Receptionist**

- 17.6 You can take up Virtual Receptionist for a monthly fee (payable in addition to the cost of your plan).
- 17.7 Virtual Receptionist is a hosted service providing businesses with a virtual receptionist feature. It greets inbound callers with a pre-recorded welcome message, and is configured to direct calls via an IVR-like menu system (Press 1 for Sales, 2 for Service, 3 To Leave A message, etc.) to other phone numbers.
- 17.8 Virtual Receptionist is set-up with a default message. At your request, we can change the default message.
- 17.9 If you use Virtual Receptionist to forward calls to other services, this will be treated as if you are making a call to the number to which the call is being forwarded.
- 17.10 If the number to which you are forwarding the call is on your Telstra Business Internet account and is physically located in Australia, there is no charge for forwarding the call. If the number is not on your Telstra Business Internet account, or is outside Australia (for example, if the call is forwarded to a mobile service which is overseas), you will be charged for the call at the rates applicable to your plan.

#### Ad on Hold

17.11 The Ad on Hold Option allows you to create a customised recording which will play while inbound callers to the digital voice service that comes with your Telstra Business Internet plan or Additional Voice Line are placed on hold. Ad on Hold is not available for 13 digit account numbers.

#### **Availability**

- 17.12 Ad on Hold is no longer available for order by new customers. From July 31, 2024, Ad on Hold existing customers will no longer be able to request new activations and changes to existing Ad on Hold services will be restricted. From 30 September 2024, the Ad on Hold service will be exited, and customers will no longer have access.
- 17.13 You can take up one Ad on Hold Option for each plan.
- 17.14 You can take up the Ad on Hold Option for a monthly fee of \$50 (payable in addition to the cost of your plan). If you use the same Ad on Hold recording for each plan that you have we will only charge you the monthly fee for one Ad on Hold Option.

- 17.15 If you choose the Ad on Hold Option, our supplier will work with you to develop a professional advertising voice-over of up to two minutes duration, including our nominated background music and we will configure your Telstra Business Internet service to play the recording to inbound callers calling your digital voice service that comes with your plan and any Additional Voice Lines are placed on hold.
- 17.16 Until your Ad on Hold recording is finalised we will configure your Telstra Business Internet service to play a default recording for inbound callers indicating that your line is busy and asking the caller to stay on hold.
- 17.17 You can choose the Ad on Hold service for the additional monthly fee set out below:

Ad on Hold service	Monthly Fee (GST inclusive)
New Ad on Hold service	\$50

Ad on Hold service	Once-off Upfront Fee (GST inclusive)
Variation of an existing Ad on Hold service	\$270
Re-recording of an existing Ad on Hold service	\$545

- 17.18 You are responsible for ensuring that the content of your Ad on Hold service complies with all laws or regulations.
- 17.19 You agree that the recording and use of your Ad on Hold service will not infringe the intellectual property rights of any person.
- 17.20 We may immediately disable, suspend or remove the recorded content of your Ad on Hold service by written notice to you if we reasonably suspect that your recorded content or any part of it breaches any laws, regulations, determinations or industry codes applicable to your service or infringes the rights (including intellectual property rights) of any person.
- 17.21 Your Ad on Hold service will continue on a month-by-month basis until you tell us to remove it.
- 17.22 If you vary or re-record your Ad on Hold service you will need to pay the relevant Once-Off Upfront Fee in addition to the Monthly Fee for the relevant month of your Ad on Hold service.

- 17.23 If you cancel your Telstra Business Internet Plan, your Ad on Hold service will be automatically cancelled (and an early termination charge may apply). If your Ad on Hold service is cancelled you will no longer have access to your customised recording.
- 17.24 You may turn off the Ad on Hold functionality on your Telstra Business Internet service at any time (but you will still be required to pay the Ad on Hold Monthly Fee while the functionality is turned off).
- 17.25 You consent and agree:
  - (a) to us disclosing your personal information collected by us to our supplier;
  - (b) to our supplier disclosing your personal information collected by our supplier to us; and
  - (c) to our supplier contacting you,

for the purpose of providing the Ad on Hold service to you.

- 17.26 We agree to comply, and will use reasonable efforts to ensure our supplier complies, with the Privacy Act 1988 (Cth) and Telecommunications Act 1997 (Cth), in relation to your personal information.
- 17.27 Our supplier will provide you with a support service for your Ad on Hold service between the hours of 9am and 5pm (Australian Eastern Standard Time), excluding Queensland and National public holidays. The customer support service number will be provided to you by the supplier at the time your Ad on Hold service is being recorded.

#### Voice and Data cabling

- 17.28 If you require cabling to be installed from your router to other locations in your premises, you can take up the Voice and Data Cabling Option, which is suitable for connecting your digital phone or computer via a standard Ethernet RJ-45 socket.
- 17.29 For Telstra Business Internet on ADSL or ADSL2+ services, we charge you the following for the Voice and Data Cabling option:

Number of installation points	Charge
The first installation point requiring up to 40 metres of cabling and/or up to 4 hours of installation time	\$299
Each additional installation point requiring up to 40 metres of cabling and/or up to 4 hours of installation time	\$180 per point

Installation point requiring more than 40	The technician attending your premises
metres of cabling and/or more than 4 hours	will agree any additional charges with you
of installation time	before carrying out the installation.

- 17.30 For Telstra Business Internet on the nbn<sup>TM</sup> network services, all cabling is done at an additional cost which we will quote you prior to commencing the work.
- 17.31 You do not need to select Telstra to do any cabling work you require.
- 17.32 We'll install your cabling between 8am and 5pm on business days, either:
  - (a) when we attend your premises to install your Telstra Business Internet service; or
  - (b) at another time we agree.
- 17.33 We will do our best to install the cabling where you want it, but some limitations exist. We won't be able to run cabling through roof space, or under floors where there is insufficient space for our technicians to safely operate. If we find that we can't install the cabling in your preferred location, we will try and present alternative options. These options may include running the cabling in conduit around internal walls.
- 17.34 The Voice and Data Cabling Option includes 40 meters of cable for each point you have ordered and a maximum of 4 hours installation time. If you need a cable to a location that requires more than 40 meters of cabling or installation will take more than 4 hours, an additional charge will apply.

### 18 Additional Terms that apply only to Telstra Business Internet for customers with 13-digit account numbers

18.1 The following section of Our Customer Terms also apply to you if you have a 13-digit customer account number and take up a Telstra Business Internet plan: <u>The General Terms</u> for Small Business Customers.

#### **For ACT Customers**

18.2 If your Telstra Voice service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you the ACT Government Utilities Tax Charge. See the General Terms of Our Customer Terms for full terms.

#### Transferring to the National Broadband Network (the nbn™ network)

18.3 We can transfer your Telstra Business Internet service to a service supplied using the nbn<sup>TM</sup> network with 30 days' notice to you.

#### **Bill Payment Charges**

- 18.4 Fees and charges may apply for bill delivery and payment of your invoice, depending on the method. We do have fee free options available more information is available at:

  Personal: telstra.com/payment-fees Business: telstra.com/fees-on-payment-methods.
- 18.5 **Paperless Bill:** You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the <u>General Terms for Small Business Customers</u> section of Our Customer Terms.
- 18.6 **Electronic Payment:** You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.) ® Registered to BPAY Pty Ltd ABN 69 079 137 518.

### 19 Telstra Business Internet Application

- 19.1 The Telstra Business Internet Application enables Telstra Business Internet users to make and receive voice and video calls and manage Telstra Business Internet call settings.
- 19.2 In order to access the Telstra Business Internet Application you must have an eligible Telstra Business Internet service.
- 19.3 The Telstra Business Internet application is available on compatible mobile devices and computer operating systems as notified from time to time.
- 19.4 The Telstra Business Internet application can only be accessed with an internet connection irrespective of the technology used to access it. If an appropriate IP network configuration is required, it is your responsibility to ensure that is in place.
- 19.5 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you acknowledge that there are no guaranteed service levels for the Telstra Business Internet Application service when operated outside of the business premises in which your primary Telstra Business Internet service is installed.
- 19.6 You acknowledge that you may incur data usage charges when you use the Telstra Business Internet Application. If you make and receive voice and video calls, data charges will apply in addition to standard call costs under your Telstra Business Internet Plan.

#### 20 Telstra Business Connect®

- 20.1 On and from 1 July 2022, Telstra Business Connect® is not available to new customers or for new connections or subscriptions for existing customers.
- 20.2 If you are an existing Telstra Business Connect® customer on 1 July 2022, then on and from that date you acknowledge and agree that to the extent permitted by applicable law and subject to any right you may have under the Australian Consumer Law:

- (a) we and our third-party service providers will cease to provide maintenance and support for Telstra Business Connect®;
- (b) we do not guarantee or promise that Telstra Business Connect® or your use of Telstra Business Connect® will be continuous, uninterrupted or fault-free, or that we will be able to resolve any fault associated with Telstra Business Connect®; and
- (c) we will continue to provide you with a Help Desk for your Telstra Business Connect® service, which will be available between 8.00 am 5.00pm (AEST) on business days. However, while we will use reasonable efforts to resolve issues you raise through the Help Desk, we do not guarantee that we will be able to fix or resolve such issues.
- 20.3 Telstra Business Connect® enables Telstra Business Internet users to make and receive voice and video calls and manage Telstra Business Internet call settings.
- 20.4 In order to access the Telstra Business Connect® you must have an eligible Telstra Business Internet service.
- 20.5 Telstra Business Connect® is available on compatible mobile devices and computer operating systems as notified from time to time.
- 20.6 Telstra Business Connect® can only be accessed with an internet connection irrespective of the technology used to access it. If an appropriate IP network configuration is required, it is your responsibility to ensure that is in place.
- 20.7 You acknowledge that you may incur data usage charges when you use the Telstra Business Connect® application. If you make and receive voice and video calls, data charges will apply in addition to standard call costs under your plan.

### 21 Telstra Business Internet Fair Play Policy

#### What is the Telstra Business Internet Fair Play Policy?

- 21.1 Our Telstra Business Internet Fair Play Policy (**FPP**) is intended to ensure that the Telstra Business Internet service is not used in an unreasonable or fraudulent manner, or in connection with equipment that has not been approved by us.
- 21.2 Generally, legitimate use of our services for their intended retail purpose will not breach our FPP.
- 21.3 The FPP applies to the exclusion of any other Fair Play, Reasonable Use or Acceptable Use policy that might apply to any component of your Telstra Business Internet service.
- 21.4 In this clause, a reference to the Telstra Business Internet service means the service as a whole, and any individual component of it.

#### Commercial use

- 21.5 You must not use the Telstra Business Internet service:
  - (a) for the purpose of resale or commercial exploitation;
  - (b) to re-route call traffic in order to disguise the originating party, or to establish a point of interconnection between international destinations and Australia;
  - (c) in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider;
  - (d) other than with handsets or other equipment that have been approved by us for use on our networks:
  - (e) to make calls or send messages to any numbers that we reasonably believe have been set up to enable you or another person to commercially exploit our services; or
  - (f) for the purposes of telemetry or any other machine-to-machine application.

#### **Unreasonable Use**

- You must not use the Telstra Business Internet service in a way that is unreasonable. We consider it unreasonable where you use the Telstra Business Internet service fraudulently or in a manner that causes significant network congestion. Fraudulent use of our Telstra Business Internet services includes resupplying the service without our consent, so that someone else can take advantage of the benefits of the service.
- 21.7 We also consider it unreasonable where you use the Telstra Business Internet 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; or

(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.

#### What we can do

- 21.8 If we reasonably believe that you are in breach of this FPP, we can:
  - (a) suspend or limit your Telstra Business Internet service without telling you before we do so; and
  - (b) cancel your Telstra Business Internet service by telling you at least 7 days before we do so.

#### 22 Service Levels for Telstra Business Internet on ADSL2+

22.1 This section sets out the targets we aim to meet for Telstra Business Internet. We will do our best to meet these targets but don't guarantee we will do so. We don't offer any service rebates or credits in the event we fail to meet these targets, even if the target is set out in another part of Our Customer Terms that says a service rebate or credit is payable.

### **Activations and Changes**

Event	Our Target
Activating a Telstra Business Internet Plan (and any Optional Add-ons)	10 business days from the date we accept your order you should be able to install your Telstra Business Internet equipment.
Adding an Optional Add-On to an existing plan	5 business days from the date we accept your order you should be ready to install your Telstra Business Internet equipment.
Relocating a Telstra Business Internet Plan (and any Optional Add-Onsand activating at a new site	10 business days from the date we accept your order you should be able to install your Telstra Business Internet equipment at your new premises. You have to relocate your Telstra Business Internet equipment yourself.
Moving an existing Additional Voice Line or other Optional Add-On from one Telstra Business Internet plan to another	5 business days from the date we accept your order you should be ready to install your Telstra Business Internet equipment at your new premises. If you have to relocate your Telstra Business Internet equipment you need to do this yourself. You need to contact Telstra before you move your digital phones from one plan to another so we can help configure the phones. Your digital phones won't work if they aren't configured.

Changing the Monthly Fee	2 business days from the date we accept your order.
of your existing plan or	
Optional Add-on	

Our ability to meet these targets depends on you giving us all the information we need when you submit your order.

#### **Availability and Quality**

- 22.3 These targets are set out in other parts of Our Customer Terms and vary between the different components of the Telstra Business Internet service. They don't apply when there is a problem with your equipment, where events occur that are outside of our control, or where we have planned service outages to do network maintenance or maintenance or upgrades to your equipment.
- 22.4 The targets for:
  - (a) Broadband are set out in the <u>Telstra Business Broadband section of Our Customer Terms</u>;
  - (b) Digital voice services are set out in the <u>Telstra IP Telephony section of Our</u> Customer Terms;
  - (c) Domain Name Hosting services are set out in the <u>T-Suite® services section of Our Customer Terms</u>; and
  - (d) Mobile voice and mobile broadband are set out in the <u>Telstra Mobile section of Our Customer Terms</u>.

#### **Response and Restoration**

- We aim to respond to any fault with your Telstra Business Internet Services within 2 hours from when you tell us about it.
- 22.6 The targets we aim to meet for restoring your service depends on whether you're in an urban, rural or remote area.
- An urban area is an area with a population of 10,000 or more people. A rural area is anywhere with fewer than 10,000 people but more than 200. A remote area is anywhere with fewer than 200 people.
- 22.8 For services in an urban area, we aim to meet the **Business Plus** service level set out in the Service Assurance and Provisioning Commitment section of Our Customer Terms.
- 22.9 For services in a rural area, we aim to meet the **Business Plus** service level, plus 1 business day.
- 22.10 For services in a remote area, we aim to meet the **Business Plus** service level, plus 2 business days.

- 22.11 Our restoration targets for other aspects of your Telstra Business Internet service are:
  - (a) For Microsoft Email and Domain Name Hosting services, set out in the <u>T-Suite®</u> services section of Our Customer Terms; and
  - (b) For mobile voice and mobile broadband, set out in the <u>Telstra Mobile section of</u> Our Customer Terms.

#### **Maintenance or Upgrades to Equipment**

- 22.12 The equipment that you use with your Telstra Business Internet service automatically checks for software upgrades and may undertake these upgrades on a regular basis. The timing of the maintenance or upgrade varies depending on the equipment type. Your Telstra Business Internet service may be impacted for up to 15 minutes when the maintenance or upgrade occurs.
- 22.13 If the maintenance or upgrade relates to your router, we will use reasonable endeavours to:
  - (a) ensure that any outage occurs between the hours of 12.00am -6:00am (AEST); and
  - (b) ensure that any outage does not exceed 15 minutes.

#### 23 Service Levels for Telstra Business Internet on the nbn

#### nbn access service provisioning times

We aim (but do not guarantee) to implement a standard installation of a nbn access service at your premises within thirty (30) business days from the day we tell you that we have accepted your application.

#### **Appointments**

- An appointment will be attended by nbn co to establish the fibre connection and network terminating device into your premises. The second appointment will be attended by us, and we will connect your service.
- 23.3 In fibre to the node & building nbn co will not be installing any devices in your premises and may only activate services at the node.
- Additional 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.

#### 24 International Calls

24.1 We charge you for international calls from your Telstra Business Internet Plan or Additional Voice Line on your Telstra Business Internet account.

### **Our Customer Terms**

Page 49 of 49

# Telstra Business Broadband and Telstra Business Internet

- 24.2 For 0011 calls, we charge you the call connection fee (if any) plus the per-minute rate (charged in blocks of 60 seconds or part thereof).
- 24.3 You may not be able to call every number in a particular destination. We can withdraw services to any destination, or to particular numbers in a destination, but will try and notify you before this happens, in accordance with the General Terms of Our Customer Terms. If we withdraw direct dial services to Iraq, you should use an Operator Assisted Call by dialling 1234 (or 12550 from a public payphone).