



# STANDARD VOICE AND INTERNET SERVICE TERMS (BUSINESS)

This section sets out specific terms that apply to our Standard Voice and Internet Services. These terms are in addition to the General Terms and relevant Critical Information Summary.

## PART A: YOUR SERVICE

### 1 OVERVIEW

- 1.1 This section sets out the terms applicable to Standard Voice Services, Standard Voice and Internet Services or Standard Internet Service (each a **Standard Service**).
- 1.2 To take up a Standard Service, you must be a Consumer Customer or a Business Customer.

#### How do we provide Standard Services?

- 1.3 We provide Standard Services using different technologies such as nbn technologies. We determine the technology used to provide your service.
- 1.4 You must give us all reasonable assistance to implement a technology change. This includes providing us (or our contractors) with safe and timely access to the premises and equipment, and you (or your authorised representative who is over 18 years of age) being present at the premises as reasonably requested.
- 1.5 Unless otherwise agreed with you, where we change the technology pursuant to this clause, we will not charge you for any equipment we supply to you to use with the changed technology, or for installation of that equipment.

#### For ACT customers

- 1.6 If your Standard Service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you a monthly ACT Government Utilities Tax Charge.

### 2 VOICE SERVICE FEATURES

#### What is a Standard Voice Service?

- 2.1 A Standard Voice Service comprises:
  - (a) a Standard Telephone Service as defined in the Telecommunications (Consumer Protection and Service Standards) Act 1999;
  - (b) the ability to make and receive certain types of calls (subject to any conditions that might apply to particular types of calls);
  - (c) access to our MessageBank service;
  - (d) a telephone number; and
  - (e) a free listing of the telephone number in a telephone directory.

#### Unlisted service

- 2.2 You can ask us for an unlisted service. With an unlisted service, we will not list your name, address or telephone number in the White Pages printer and online directories and we will not disclose your telephone number through directory assistance.

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### Calling line identification

- 2.3 Calling line identification (**CLI**) is information that is sent through the network when you make a call from your Standard Voice Service. CLI allows the other party to see your telephone number if they have enabled Calling Number Display (**CND**) and you have not asked for your CLI to be blocked.
- 2.4 Even if you have asked for CLI to be blocked, you cannot block CLI:
- (a) for calls to the emergency call service (000);
  - (b) to other carriers and carriage service providers where CLI is used for the purposes of billing, call management or credit control; or
  - (c) when you have set your telephone equipment to always present CLI with your calls.
- 2.5 We may use your CLI, including your telephone number, in the following ways:
- (a) on an itemised bill of one of our customers who has called your number;
  - (b) to support CLI related products such as call return and CND where you have permitted presentation of your CLI;
  - (c) to perform our malicious call trace or malicious caller identification services; or
  - (d) when a law enforcement agency lawfully requests it.

### Standard Calls and Messages

- 2.6 Standard calls and texts include:
- (a) Standard national direct dial voice and video calls (which includes calls to fixed and mobile numbers in Australia and calls to our and Optus Satellite Mobiles);
  - (b) All '11', '13' (6 and 10 digit) and '1800' calls;
  - (c) Call diversions to fixed numbers with an 02, 03, 07 or 08 area code or mobile numbers commencing with 04xx; and
  - (d) MessageBank diversion and retrieval charges.

### Priority Assistance

- 2.7 Priority Assistance is available to registered Telstra residential customers (including Business Customers who use their Standard Voice Service for both residential and business purposes) where you, or someone else living in your home, is certified to have a life-threatening medical condition, as set out in clause 14.

## 3 INTERNET SERVICE FEATURES

### What is a Standard Internet Service?

- 3.1 A Standard Internet Service provides you with a broadband internet access service.

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### Telstra Modem

- 3.2 Your Standard Internet Service includes a Telstra Modem, for use with your Service. Where your Standard Service is delivered over a fixed-line or the nbn Fixed Wireless Network, the Telstra Modem includes a mobile backup pathway so you can use your Standard Internet Service in two scenarios:
- (a) **Power-on Working:** It can take a few days for us to activate your fixed Standard Service. While you are waiting you can use your Standard Service as soon as you set up your Telstra Modem at your service address using the mobile backup pathway.
  - (b) **Automatic Failover:** If for some reason your fixed connection is unavailable, the Telstra Modem will switch to the mobile backup pathway to keep your Standard Service working until they become available again via your fixed connection. This switchover process takes approximately one to six minutes.
- 3.3 Some services or service features may not work while the Telstra Modem is using the mobile network pathway. This includes:
- (a) some telephony services such as TTY, facsimile, back to base alarms, fire alarms, security and medical alarms;
  - (b) EFTPOS; and
  - (c) any Speed Boost on your Standard Internet service.
- 3.4 The Telstra Modem mobile backup functions will only operate on the Telstra Mobile Network in 4G mobile network coverage areas and cannot be activated using a mobile SIM card from another service provider.
- 3.5 Use of the Power-on Working and Automatic Failover services is subject to the following limitations:
- (a) Your Telstra Modem must only be used at your Standard Service address.
  - (b) You must ensure your Telstra Modem remains connected to your fixed connection at all times and you must not otherwise knowingly or recklessly interfere with your Telstra Modem or the wiring at your premises in a way that may disable your Standard Service.

## PART B: INSTALLING YOUR SERVICE

### 4 INSTALLING A STANDARD SERVICE

#### Installation of the service

- 4.1 When you sign up for a Standard Service, the default installation option is self-installation. Professional installation may be available for an additional charge.

#### Self-installation

- 4.2 For self-installation, you'll be sent a self-installation kit and will have to install the services yourself at your premises. The self-installation kit includes a Telstra Modem needed to support your Service.

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### Professional installation

- 4.3 If you choose professional installation or if we reasonably believe that your service needs to be professionally installed and you agree, we will:
- (a) install the Standard Service and equipment at your premises;
  - (b) complete the tasks outlined in the service package you select.
- 4.4 You must:
- (a) ensure we are given safe access to the premises when we come to install, maintain or remove the Standard Service;
  - (b) ensure that a person of at least 18 years of age is present when we come to install, maintain or remove the Standard Service and equipment to provide us with access to the areas of your premises that we need access to, passwords to your computer and systems (as required), electrical power and internet access (where required) and reasonable assistance with using your systems; and
  - (c) pay all data charges (if any) associated with the professional installation services (including but not limited to downloading any software, software updates, and drivers).
- 4.5 You acknowledge that:
- (a) there is a risk that some or all of your data may be lost during professional installation;
  - (b) you are responsible for backing up your software and data before any professional installation;
  - (c) unless otherwise stated, the cost of any software and hardware is not included in the price of the professional installation, and you are responsible for the cost of any such software and/or hardware; and
  - (d) any customer software related to the service being provided must be legal and have a valid licence.
- 4.6 If you ask us to install the Standard Service and equipment in a particular way and we tell you that we do not recommend that method of installation, we are not responsible for any loss that results from acting in accordance with your instructions.
- 4.7 We may need another party to help install the Standard Service and equipment at the premises (for example, an electrician may need to install a power point), or we may need a third party network operator to disconnect their telecommunications services or cables on the premises. If we need this kind of help, we will tell you first. You will need to arrange for the work to be completed before we proceed with our installation.

### Landlord consent required

- 4.8 If you're not the owner of the premises at which your service is installed, you'll need to seek approval from the owner for the installation. You'll also be responsible for agreeing with the owner of the premises as to which of you will be responsible for covering the various costs

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associated with the installation.

### **Installation requirements for Priority Assistance**

- 4.9 You may be required to agree to changes to the infrastructure or the nominated service used to supply your Standard Voice Service to enable Telstra to provide Priority Assistance. See, for example, clause 6.13.

## **5 CONNECTING A STANDARD VOICE SERVICE**

### **Connecting a Standard Voice Service**

- 5.1 After we accept your application for a Standard Voice Service, we try to connect it on the date you request. However, that may not always be possible. In some circumstances we may not be able to make firm arrangements immediately or we may have to change a previous firm arrangement. We will tell you if we cannot connect you on the requested date.
- 5.2 Where you request a Standard Voice Service after 5:00 pm, we treat this as if you had requested it the following working day.
- 5.3 Timeframes for connecting your Standard Voice Service may be set out in our Universal Service Policy, in the Customer Service Guarantee Standard or under our Priority Assistance policy. These do not apply to all customers or services. Where two timeframes apply, we aim to comply with the shorter timeframe.

### **Connection timeframes**

- 5.4 We aim to connect other Standard Voice Service connections within the timeframes set out below. Where your premises are readily accessible to telephone network infrastructure that we can use, we aim to connect your Standard Voice Service at those premises within the following timeframes:
- (a) where you are in an urban area: within 5 working days after your request;
  - (b) where you are in a major or minor rural area: within 10 working days after your request;
  - (c) where you in a remote area: within 15 working days after your request; or
  - (d) a later date you request or agree to.
- 5.5 Whether you live in an urban area, a major or minor rural area or a remote area is based on the place's population. For more detail, see the Customer Service Guarantee Standard.
- 5.6 Where your premises are not readily accessible to telephone network infrastructure that we can use, we aim to connect your new Standard Voice Service at those premises within 20 working days after your request.

### **When we can refuse to connect**

- 5.7 In addition to other grounds for refusing to accept your request, we do not have to accept your request for a new Standard Voice Service where:
- (a) you are requesting connection at an unusual location. For example an underground mine, within a drain or access hole, on a mast or tower, beside a road or on a property with no building;

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- (b) you are requesting connection at a location or in circumstances that we think is unsafe or unreasonable;
- (c) there is no State/Territory or local government planning approval for work we need to do or we cannot reasonably assume that there is;
- (d) you fail to meet our eligibility criteria for that service; or
- (e) you have an outstanding debt with us.

### 6 INSTALLING SERVICES ON THE NBN NETWORK

#### When this clause applies

- 6.1 If your Standard Service is provided over the nbn network, then this clause applies.

#### Taking up a service on the nbn network

- 6.2 If you take up a Standard Service on the nbn network, any access to our existing PSTN, ADSL or cable networks at your Premises will be disconnected and will be unavailable at your Premises.

#### Disclosure of information to nbn co

- 6.3 We may need to disclose information about you to nbn co as required for us to perform our obligations under our agreement with you, to enable nbn co to exercise its rights or as otherwise required or permitted by law.

#### Installation of nbn equipment

- 6.4 If you need nbn equipment installed, we can arrange for nbn co to install the nbn equipment at your premises.
- 6.5 If you wish to re-schedule an appointment you must provide us with at least 24 hours' notice. If you do not provide us with at least 24 hours' notice or you miss your scheduled appointment you may be charged a late cancellation or missed appointment fee. nbn co may reschedule an appointment with you. We are relying on nbn co to tell us about rescheduling your appointment and will give you as much warning as we reasonably can.
- 6.6 You must provide us and nbn co reasonable assistance to enable us and nbn co to complete the installation, including being present as reasonably requested or having an authorised representative who is over 18, and providing access to nbn co to:
- (a) enable the supply of services on the nbn network to you; and
  - (b) enable us, nbn co or an installer to perform any work on our network, the nbn network, nbn equipment or, where lawful, a third party's network whether or not in connection with the supply of Telstra services on the nbn network.
- 6.7 If you're taking up a Standard Service using Fibre to the Basement technology, the nbn equipment will already be installed in your building. If not, an nbn co technician will require access to the communications infrastructure in your building to get you connected. You'll need to notify your building manager to ensure they have access. When the line is connected the technician will visit your premises to make sure the service is working at the socket. If you do not already have nbn equipment installed at your premises, you must select an nbn co appointment for nbn co to visit your premises.

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### Location of the nbn connection box

- 6.8 You can ask for the nbn connection box to be installed in a particular location, but this may result in the installation being considered a non-standard installation. You acknowledge that:
- (a) services on the nbn network require that you provide mains power at your premises to operate in the ordinary course;
  - (b) you have permission from the owner of your premises to have this equipment installed, if you're not the owner; and
  - (c) you're required to provide this power via a dedicated double power point located within 3 metres (unobstructed) of the nbn connection box.

### Services using HFC technology

- 6.9 If you sign up using Hybrid Fibre Coaxial technology and have an existing Pay TV service, access to that service will be lost during the installation of the nbn equipment and activation of your service. During the installation process, an HFC radio frequency splitter will be installed to allow your existing Pay TV services to work after the installation is completed. It is nbn co's responsibility to ensure your existing services still work post-installation. It is your responsibility to disconnect any existing cable services that you no longer require.

### New development charge and other nbn co charges

- 6.10 nbn co may charge us under the Wholesale Broadband Agreement to connect your premises to the nbn network where nbn co identifies your premises to be in a new development and subject to a charge (**a New Development Charge**). If applicable, we will bill the New Development Charge to you.
- 6.11 nbn co imposes other charges on us under the Wholesale Broadband Agreement for various activities. Where we incur charges for those activities, we may bill those charges to you. However, we will notify you of these charges when you make your appointment or before doing the work and will only perform the work if you agree to pay these charges. These additional charges will be billed to you.
- 6.12 At installation, nbn co will assess whether the installation is a standard installation, a non-standard installation or a subsequent installation. If the installation is a non-standard or subsequent installation, additional charges may be incurred. However, you'll be informed of these charges before they're incurred. Your installation will proceed only if you agree to these charges. These additional charges will be billed to you by us. An extra charge may apply if you're in a newly constructed building and not already connected to the nbn network.

### Priority Assistance customers on nbn

- 6.13 If you are a Priority Assistance customer and your Standard Internet Service is supplied over:
- (a) nbn Fixed Wireless technology: to remain an eligible Priority Assistance customer you must continue to use your phone service supplied over our existing fixed network.
  - (b) nbn FTTP technology: for Telstra to provide Priority Assistance, you will need to agree to your nominated service being provided as a Standard Voice Service using the "UNI-V" (analogue) port on the nbn Network Termination Device, and you must also accept the installation of a battery backup power supply unit where there is not one already in place.

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- (c) All other nbn technologies (FTTB/C/N and HFC): a Telstra Standard Voice Service will be provided. However, there is no battery backup functionality available with a Telstra Standard Voice Service so, during a power outage at your Premises, your nbn Service will not function. You will not be able to receive or make any telephone calls (including calls to Emergency 000 services) via the Standard Voice Service and your broadband service will not work.

## 7 INSTALLING SERVICES ON THE OPTICOMM ACCESS NETWORK

### When this clause applies

- 7.1 If your Standard Service is provided over the Opticomm access network, then this clause applies.

### Disclosure of information to Opticomm

- 7.2 We may need to disclose information about you to Opticomm as required for us to perform our obligations under our agreement with you, to enable Opticomm to exercise its rights or as otherwise required or permitted by law.

### Installation of Opticomm supplied equipment

- 7.3 If you need Opticomm supplied equipment installed, we can arrange for Opticomm to install the equipment at your premises.
- 7.4 If you wish to re-schedule an appointment you must provide us with at least 24 hours' notice. If you do not provide us with at least 24 hours' notice or you miss your scheduled appointment you may be charged a late cancellation or missed appointment fee. Opticomm may reschedule an appointment with you. We are relying on Opticomm to tell us about rescheduling your appointment and will give you as much warning as we reasonably can.
- 7.5 You must provide us and Opticomm reasonable assistance to enable us and Opticomm to complete the installation, including being present as reasonably requested or having an authorised representative who is over 18, and providing access to:
  - (a) enable the supply of services on the Opticomm access network to you; and
  - (b) enable us, or an Opticomm installer to perform any work on our network, where lawful, a third party's network whether or not in connection with the supply of Telstra services on the Opticomm access network.

### Location of the connection box

- 7.6 You can ask for the connection box to be installed in a particular location, but this may result in the installation being considered a non-standard installation. You acknowledge that:
  - (a) services on the Opticomm access network require that you provide mains power at your premises to operate in the ordinary course;
  - (b) you have permission from the owner of your premises to have this equipment installed, if you're not the owner; and
  - (c) you're required to provide this power via a dedicated double power point located within 3 metres (unobstructed) of the Opticomm connection box.

### New development charge and other Opticomm charges



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- 7.7 Opticomm imposes other charges on us under the Agreement for various activities. Where we incur charges for those activities, we may bill those charges to you. However, we will notify you of these charges when you make your appointment or before doing the work and will only perform the work if you agree to pay these charges. These additional charges will be billed to you.
- 7.8 At installation, Opticomm will assess whether the installation is a standard installation, a non-standard installation or a subsequent installation. If the installation is a non-standard or subsequent installation, additional charges may be incurred. However, you'll be informed of these charges before they're incurred. Your installation will proceed only if you agree to these charges. These additional charges will be billed to you by us. An extra charge may apply if you're in a newly constructed building and not already connected to the Opticomm access network.

### **Priority Assistance Customers on Opticomm**

- 7.9 If you are a Priority Assistance customer and your Service is supplied over the Opticomm Access Network you will be provided with a Telstra Standard Voice Service.

## **8 INSTALLING SERVICES ON THE TELSTRA 5G NETWORK**

### **When this clause applies**

- 8.1 If your Standard Service is provided over the Telstra 5G network, then this clause applies.

### **Availability**

- 8.2 Service availability depends on whether a 5G connection is available at your physical address following service qualification checks by us.
- 8.3 Standard Services provided over the Telstra 5G network do not include a Standard Voice Service. The service is not suitable for customers who need to make or receive calls or to support a lift, medical or security alarm which relies on a phone line to operate.
- 8.4 You may only use a Standard Service delivered over the Telstra 5G network with a Telstra 5G modem.

### **Installation and Activation of the Telstra 5G network**

- 8.5 Professional installation is not available, so you must self-install the Telstra 5G Modem to access your service by following the instructions we provide.
- 8.6 If you do not self-install and connect your Telstra 5G Modem within 30 days of receiving it, we will cancel your 5G Standard Service and you must return your Telstra 5G Modem within 21 days or you may be charged a non-return fee of \$400.

## **PART C: USING YOUR SERVICE**

### **9 GENERAL**

#### **Equipment used with your Standard Service**

- 9.1 All cabling and equipment on your side of the Network Boundary Point is your responsibility, and if we provide you with equipment, responsibility for loss and damage to the equipment passes to you when it is delivered to your premises.

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- 9.2 If we provide you equipment:
- (a) responsibility for loss or damage to the equipment passes to you when it is delivered to your Premises; and
  - (b) you must ensure that it is not covered in any way that prevents air circulating around it.

- 9.3 You must:
- (a) ensure that the networks, systems, equipment and facilities you use are compatible with the Standard Service, and comply with and are used in accordance with any relevant any legal requirements;
  - (b) not use the Standard Service or equipment in a manner which endangers or has the potential to endanger the health or safety of any persons; and
  - (c) use the Standard Service in compliance with any relevant legal requirements.

### **Maintenance of equipment**

- 9.4 If you get equipment from us or any new Telstra branded equipment from our authorised dealers as part of your Standard Service, in addition to any non-excludable rights you have under consumer protection laws, we voluntarily warrant:
- (a) we will service and maintain that equipment and keep it free from any defects in workmanship and materials associated with normal use, during the maintenance period (subject to availability of parts, components, materials and labour); and
  - (b) if for any reason the equipment does not work within the maintenance period, we may at our sole discretion repair, refurbish or replace all or part of the equipment (subject to availability of parts, components, materials and labour). Replacement parts may be new or refurbished. If we give you a replacement part, you must return the replaced part to us.
- 9.5 We may sometimes need to remotely upgrade the equipment connected to the broadband network, to ensure the security, correct operation and performance of that device on the service. During a firmware upgrade, you may experience a short service interruption of approximately 30 seconds.
- 9.6 Subject to clause 9.8, we are only responsible under our voluntary warranty for servicing and maintaining the equipment under clause 9.4 if:
- (a) you tell us about the defect during the maintenance period and follow our procedures for requesting maintenance services;
  - (b) we supplied the relevant equipment (including new or refurbished equipment) or our authorised dealer supplied new Telstra branded equipment;
  - (c) the equipment has been used and maintained in accordance with our instructions and has not been modified in any way; and
  - (d) the equipment has only been used with your Standard Service.
- 9.7 Also, subject to clause 9.8, we are not responsible for servicing and maintaining the equipment under clause 9.4 if the equipment is defective or does not work due to:

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- (a) any abuse, misuse or neglect of the equipment;
- (b) any accident by you or someone else;
- (c) any improper maintenance or service by any person other than us;
- (d) your failure to provide a suitable environment for the equipment;
- (e) any unusual hazards affecting the equipment (including exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference, or incorrect power voltage);
- (f) electrical supply problems; or
- (g) any natural disaster or any other cause beyond our reasonable control.

9.8 These maintenance terms:

- (a) no longer apply if your Standard Service is terminated before the end of the maintenance period; and
- (b) are in addition to any rights you have under consumer protection legislation which cannot be excluded, including those under the *Competition and Consumer Act 2010* (Cth). This clause does not limit your rights under consumer protection legislation.

### Changing your plan

9.9 You can change your plan to another available plan once a month.

9.10 If the new plan has more inclusions than your current plan, then you'll receive the new plan inclusions straight away, and the new monthly charge for your plan will apply from the next charging date/period. If your new plan has less inclusions than your current plan, we'll move you to the new plan at the start of the next charging date/period, and your new monthly charge will apply from the next charging date/period.

### Moving your Standard Service

9.11 At your request, we may move a Standard Service to another address, and an installation charge may apply. However, we can only do so if we can service the area where your new address is located.

9.12 If you would like to move your Standard Service, and you're on a plan that we are no longer making generally available, you'll need to move to one of our then-current plans.

9.13 If the previous owners or tenants of the address you're moving to didn't disconnect their service before they moved out, setting up your service may be delayed.

### Altering cabling or equipment

9.14 If you ask us to change cabling or equipment in any way, including for the purpose of installation of additional cabling for the connection of your Service, whether part of our network or your customer cabling, we charge you our 'additional service' charges as set out in the Critical Information Summary for your plan.

### Additional services

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- 9.15 We may do additional connection, adds, moves or changes, maintenance and repair work for you which is not provided as part of your Service. The charges for these services vary depending on the nature of the services provided and when they are completed. We will tell you about these charges before you agree to proceed with a service request.
- 9.16 For the purpose of calculating additional service charges, our standard business hours are 8am to 5pm, Monday to Friday, excluding public holidays, in the State or Territory where the relevant service is located or will be provided. For the purposes of additional service charges, all other times are after hours.
- 9.17 These charges are broken down into the following charges:
- (a) **Tech Pro Home Agreed Call Out:** this charge will apply if you refuse to undertake remote testing and you request our attendance to investigate a fault. This charge includes the first 15 minutes of labour per person to attend the call out. Additional charges will apply for time beyond the initial 15 minutes (per person) of labour.
  - (b) **Tech Pro Home Incorrect Call Out:** this charge applies for attending your premises or somewhere else for a fault condition which is found not to be in our network, but in your private equipment or cabling. This includes the first 15 minutes of labour per person.
  - (c) **Tech Pro Home Installation:** this charge includes a call out fee and a service fee for a technician to connect your Telstra Modem and Wi-Fi devices, including a performance and coverage check.
  - (d) **Labour charge:** where we attend your premises, in addition to the relevant call out charge, an additional charge will apply for all work done beyond the initial 15 minutes (per person) of labour included in the call out charge. This charge may also be applied to travel time and waiting time due to delays caused by you. This charge is applied for each 15 minute block or part thereof, for each person engaged to do the work for you.
  - (e) **Materials charge:** This charge includes all materials required to be used to support the repair or installation of a Telstra product or service.
- 9.18 If we need to conduct work where additional service charges will apply, we will tell you about the charges and seek your approval before we start work. We will also give you a quotation for material charges, where applicable.
- 9.19 The charges referred to above are fee-for-service charges, as set out in the Critical Information Summary for your plan.

### Performance specifications for Standard Voice Services

- 9.20 We aim to ensure you can make or receive calls from your Standard Voice Service 99% of the time over any 12-month period (indicated by the presence of a dial tone).
- 9.21 We aim to give you reasonable call clarity on your Standard Voice Service by trying to ensure that at a minimum, we comply with the Australian Communications Industry Forum Industry Code for End-to-End Network Performance for the Standard Telephone Service (ACIF C519). Call clarity can be affected by background environmental noise, technical interference from other equipment and the age and quality of your equipment.
- 9.22 The quality of your connection can also be affected by your equipment and customer cabling, the time of day, and the distance between the network boundary point on your premises and

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your Standard Voice Service.

- 9.23 We aim to switch 95% of calls (other than international calls) on the first call attempt (during the period 7am to 7pm, Monday to Friday) over any three-month period. This only applies where a dial tone was present and a valid number dialled. A call is taken to have been switched on the first attempt when the caller receives a network response indicating that the number is ringing or busy or the call is answered.
- 9.24 We may have difficulty achieving this level during special promotions or when our network is under severe overload because of abnormal events beyond our control.

### Things that affect our performance

- 9.25 Various things can impact our ability to achieve these objectives:
- (a) the equipment you use to make and receive calls;
  - (b) the call being carried on networks that we do not control;
  - (c) the service's topographical and demographical characteristics;
  - (d) the operational and environmental characteristics under which you use the service.
- 9.26 Our ability to meet these objectives depends on:
- (a) your equipment and customer cabling complying with relevant Australian Communications Authority technical standards;
  - (b) equipment being operated correctly;
  - (c) you making appropriate arrangements to operate and maintain your equipment and customer cabling;
  - (d) you giving our staff prompt access to our equipment and customer cabling on your premises so we can test and restore the service; and
  - (e) you repairing and replacing your customer cabling when needed.

### Faults and Maintenance

- 9.27 You can use our technical support services for genuine problems with your Standard Service.
- 9.28 We will use reasonable efforts to fix the problem as soon as possible. However:
- (a) we do not provide technical support services for configuring your local area networks to connect to your service, and we do not provide assistance with local area network-related difficulties; and
  - (b) if we need to attend the premises in response to a technical support call, and we believe on reasonable grounds that there is no service problem, or that we did not cause the service problem, we may charge you a service fee. We will tell you the amount of the service fee before our site visit.
- 9.29 We may charge you our fee-for-service charges set out in the Fee-for-Service section of Our Customer Terms, or other amounts that we notify you of in advance, to cover our reasonable costs in:

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- (a) finding a fault and fixing it where you report a fault and you caused the fault (except where the fault was caused as a result of our instructions); or
- (b) finding a fault where you report a fault and:
  - (i) based on the information available, we reasonably consider that there is no fault or that we did not cause the fault and we tell you this;
  - (ii) you still ask us to visit your premises; and
  - (iii) upon visiting your premises, we confirm that there is no fault or that we did not cause the fault.

### 10 USING SERVICES ON THE NBN NETWORK

#### When this clause applies

10.1 If your Standard Service is provided over the nbn network, then this clause applies.

#### Acknowledgements regarding services on the nbn network

You agree and acknowledge that:

- (a) nbn co is not providing any products or services to you;
- (b) nbn co does not have a contractual relationship with you in regard to the supply of your service and nothing gives you any right, title or interest (whether legal, equitable or statutory) in any part of the nbn network or nbn equipment used for the provision of nbn services; and
- (c) to the maximum extent permitted by law and subject to your rights under consumer protection laws which may apply and which cannot be excluded, nbn co is not liable for any loss or damage arising from or in connection with the nbn services.

#### Power requirements

10.2 The nbn network equipment (NTD or NCD) and the Telstra Modem must always be connected to mains power supply directly. If your mains power supply to your premises fails or the power is turned off you will not be able to use your Standard Service. This means you cannot use your Service to receive or make any telephone calls including calls to Emergency '000' services and your broadband service will also not work.

#### Providing assistance and complying with directions

- 10.3 You must provide us with reasonable assistance to enable us to supply or maintain the nbn services or to comply with our obligations to nbn co (including notifying us promptly if you're aware of any material damage to nbn equipment and ensuring your equipment used in connection with the nbn service is maintained in good repair and working condition).
- 10.4 You must also comply with our reasonable directions, instructions, policies and procedures in respect of the following:
  - (a) protecting the integrity of nbn network or any other network, systems, equipment or facilities used by us or another person in connection with the nbn network; or
  - (b) protecting the health or safety of any person.

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### Additional acceptable use policy for services on the nbn network

- 10.5 The following applies for Standard Services on the nbn network in addition to our Acceptable Use Policy set out in the General Terms.
- 10.6 You must comply with:
- (a) the Terms of Use, supply and installation of nbn equipment (as amended from time to time) in Module 3 – Activation – of the nbn co Operations Manual which can be found at <http://nbnco.com.au/getting-connected/service-providers/agreements/wba.html> (or such other URL as nbn co may use to locate the Terms of Use); and
  - (b) nbn co's Fair Use Policy (as amended from time to time) located at <http://nbnco.com.au/getting-connected/service-providers/agreements/wba.html> (or such other URL as nbn co may use to locate the policy).
- 10.7 Under nbn co's Fair Use Policy you must not engage in unfair use, which means:
- (a) not using the nbn network in a way that causes or may cause interference, disruption, or congestion;
  - (b) not undertaking (or attempting to undertake) any of the following activities without authorisation:
    - (i) accessing material or data or logging in to a server or account unlawfully;
    - (ii) disabling, disrupting or interfering with the regular working of any service or network, including, without limitation, via means of overloading it, denial or service attacks or flooding a network;
  - (c) probing, scanning or testing the vulnerability of a system or network; or breaching the security or authentication measures for a service or network;
  - (d) not using your service to support:
    - (i) any substantial carrier or service provider data aggregation applications, (such as backhaul for mobile base stations or multiplexed access systems and/or networks) that result in substantial and continuous network throughput; or
    - (ii) connections for the purpose of providing or enabling carrier or service provider interconnection;
  - (e) ensuring that the networks, systems, equipment and facilities you use in connection with the nbn network are technically compatible with the nbn network and comply with and are used in accordance with all reasonable procedures notified by us to you and any legal requirements.
- 10.8 In addition, you must not use your Standard Service, attempt to use your service or allow your Standard Service to be used in any way which:
- (a) would cause us to breach our obligations to nbn co;
  - (b) would damage, threaten, interfere with, cause the deterioration or degradation of the operation or performance of, or allow any of these acts to be done (including by a third party) to the nbn network, our networks, systems, facilities or equipment or those of another person, or the provision by us or another person of services to you

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## Standard Voice and Internet Service Terms (Business)



or another person on the nbn network.

### **Rearranging, modifying, removing or repairing nbn equipment**

10.9 Subject to your rights under consumer protection laws which may apply which cannot be excluded, if you need nbn co to rearrange, modify, remove or repair nbn equipment, they will provide you with a quote for this work and will only perform the work if you agree. nbn co imposes charges on us for miscellaneous activities, such as:

- (a) changes to installations;
- (b) repair, modification or removal of equipment (subject to your rights under consumer protection laws which apply and cannot be excluded); and
- (c) invalid fault reports (where you report a fault with your nbn service, and the nbn network is not found to be faulty).

Where we incur those charges, we may bill them to you. However, we'll notify you before doing the work and will only perform the work if you agree to pay these charges.

### **Additional rights to terminate nbn services**

10.10 In addition to our rights as set out in the General Terms, we may terminate your service:

- (a) immediately, without notice to you and without undertaking our own investigation of your conduct, if nbn co informs us that your conduct is in breach of the terms that apply to services on the nbn network; or
- (b) if nbn co ceases, suspends, or interrupts the supply to us with anything that is necessary for us to supply the service to you by giving you as much notice as is reasonably possible depending on all the relevant circumstances. If we terminate your service, you must still pay us for any charges incurred before the termination.

## **11 USING SERVICES ON THE OPTICOMM ACCESS NETWORK**

### **When this clause applies**

11.1 If your Standard Service is provided over the Opticomm access network, then this clause applies.

### **Acknowledgements regarding services on the Opticomm access network**

You agree and acknowledge that:

- (a) Opticomm is not providing any products or services to you;
- (b) Opticomm does not have a contractual relationship with you in regard to the supply of your service and nothing gives you any right, title or interest (whether legal, equitable or statutory) in any part of the Opticomm access network or Opticomm supplied equipment used for the provision of Opticomm services; and
- (c) to the maximum extent permitted by law and subject to your rights under consumer protection laws which may apply and which cannot be excluded, Opticomm is not liable for any loss or damage arising from or in connection with the Opticomm services.



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### Power requirements

- 11.2 The Opticomm access network equipment and the Telstra Modem must always be connected to mains power supply directly. If your mains power supply to your premises fails or the power is turned off you will not be able to use your Standard Service. This means you cannot use your Service to receive or make any telephone calls including calls to Emergency '000' services and your broadband service will also not work.

### Providing assistance and complying with directions

- 11.3 You must provide us with reasonable assistance to enable us to supply or maintain the services or to comply with our obligations to Opticomm (including notifying us promptly if you're aware of any material damage to Opticomm supplied equipment and ensuring your equipment used in connection with the Opticomm service is maintained in good repair and working condition).
- 11.4 You must also comply with our reasonable directions, instructions, policies and procedures in respect of the following:
- (a) protecting the integrity of Opticomm access network or any other network, systems, equipment or facilities used by us or another person in connection with the Opticomm access network; or
  - (b) protecting the health or safety of any person.

- 11.5 In using the Standard Service, you must comply with any reasonable directions of Opticomm.

### Acceptable use of services on the Opticomm access network

- 11.6 The following applies for Standard Services on the Opticomm access network in addition to our Acceptable Use Policy set out in the General Terms.
- 11.7 You must comply with the Opticomm Acceptable Use Policy located at <https://www.opticomm.com.au/legal/>
- 11.8 You must not use the Standard Service:
- (a) in any way which may damage any property or injure or kill any person; or
  - (b) to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted;
  - (c) in a way which would cause us to breach our obligations to Opticomm; and
  - (d) in would way which would damage, threaten, interfere with, cause the deterioration or degradation of the operation or performance of, or allow any of these acts to be done (including by a third party) to the Opticomm access network, our networks, systems, facilities or equipment or those of another person, or the provision by us or another person of services to you or another person on the Opticomm access network.

### Rearranging, modifying, removing or repairing Opticomm supplied equipment

- 11.9 Subject to your rights under consumer protection laws which may apply which cannot be excluded, if you need Opticomm to rearrange, modify, remove or repair Opticomm supplied equipment, they will provide you with a quote for this work and will only perform the work if

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you agree. Opticomm imposes charges on us for miscellaneous activities, such as:

- (a) changes to installations;
- (b) repair, modification or removal of equipment (subject to your rights under consumer protection laws which apply and cannot be excluded); and
- (c) invalid fault reports (where you report a fault with your Opticomm service, and the Opticomm access network is not found to be faulty).

Where we incur those charges, we may bill them to you. However, we'll notify you before doing the work and will only perform the work if you agree to pay these charges.

### **Additional rights to suspend or terminate Standard Services on the Opticomm access network**

11.10 In addition to our rights as set out in the General Terms, we may suspend or terminate your Standard Service:

- (a) immediately, without notice to you and without undertaking our own investigation of your conduct, if Opticomm informs us that your conduct is in breach of the terms that apply to Standard Services on the Opticomm access network; or
- (b) if Opticomm ceases, suspends, or interrupts the supply to us with anything that is necessary for us to supply the service to you by giving you as much notice as is reasonably possible depending on all the relevant circumstances. If we terminate your service, you must still pay us for any charges incurred before the termination.

11.11 On termination of your Standard Service, you must:

- (a) cease using any Opticomm-supplied equipment; and
- (b) permit Opticomm to access the premises where that equipment is located for the purpose of removing that equipment, and not hinder Opticomm in carrying out that purpose.

## **12 USING SERVICES ON THE TELSTRA 5G NETWORK**

### **When this clause applies**

12.1 If your Standard Service is provided over the Telstra 5G network, then this clause applies.

### **Telstra 5G Network**

12.2 The 5G Standard Service and Telstra 5G Modem operate on the Telstra 5G network. If your modem cannot connect to the Telstra 5G network, it will automatically utilise the Telstra 4G network if available.

## **PART D: LEAVING**

### **13 YOUR TELSTRA MODEM**

13.1 When you sign up for a Standard Service, we may provide you with a Telstra Modem to use with your Standard Service.

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- 13.2 Subject to clause 12.7 :
- (a) you don't have any property or ownership rights in the Modem; and
  - (b) signing up for a Standard Service only gives you the right to use the Telstra Modem while you are receiving the Standard Service.
- 13.3 Unless and until ownership of the Telstra Modem is transferred to you in accordance with clause 12.7 , you must:
- (a) Tell anyone who plans to remove the Telstra Modem that it doesn't belong to you;
  - (b) follow any manuals, instructions or directions from us when using the Telstra Modem;
  - (c) keep the Telstra Modem we own or control in good and usable condition (fair wear and tear excepted) until it is returned to or collected by us;
  - (d) contact us as soon as possible, if the Telstra Modem is damaged, stolen, lost, destroyed or interfered with in any way;
  - (e) have appropriate cover for all insurable risks associated with the Telstra Modem; and
  - (f) not, and you must not allow anyone else, to do anything inconsistent with our rights in the Telstra Modem, including:
    - (i) offering the Telstra Modem for sale;
    - (ii) creating or allowing any security interest to be created over the Telstra Modem; and
    - (iii) Giving up possession of the Telstra Modem to anyone besides us.
- 13.4 You may have rights under non-excludable consumer protection laws for Telstra Modem to be repaired, replaced or to receive a refund (for example if the Telstra Modem is not of acceptable quality). If the Telstra Modem is faulty because you damaged it or used it improperly, we may charge you for repairing or replacing it.
- 13.5 You must inform us immediately if the Telstra Modem is lost or stolen. You should also contact the police if the Telstra Modem is stolen, and provide us with any report or incident number the police give you. You may also need to pay a non-return fee to replace a lost or stolen Telstra Modem.
- 13.6 Subject to clause 12.7 , if your Standard Service is cancelled for any reason, you must follow any instructions from us for the return or collection of our Telstra Modem. If you don't return the Telstra Modem when asked, you may be charged a non-return fee.
- 13.7 Ownership of your Telstra Modem will be transferred to you (and you will no longer be obliged to return it to us) on the earlier of:
- (a) You paying a non-return fee; or
  - (b) 24 months from the date your Standard Service is connected.

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### PART E: ADDITIONAL SERVICES

#### 14 PRIORITY ASSISTANCE

##### When this clause applies

- 14.1 If you have, or wish to apply for, Priority Assistance on your Standard Voice Service, then this clause applies.

##### About Priority Assistance

- 14.2 Priority Assistance provides an increased level of service priority to eligible customers in relation to requests for service connection or rectification of a fault.
- 14.3 Priority Assistance customers can also access a Priority Assist Phone on request. This handset has important features to keep you connected in case of an emergency, including 4G emergency back-up in case of service outage and battery back-up in case of mains power outage.
- 14.4 Priority Assistance is available to residential customers when that customer (or another person living at their home) has a diagnosed life-threatening medical condition, and whose life may be at risk without access to a working fixed voice service. Residential customers include Business Customers who use their Standard Voice Service for both residential and business purposes.
- 14.5 Priority Assistance applies for one fixed voice service per place of residence. If you have more than one fixed voice service, Priority Assistance will be limited to the service nominated by you, subject to that nominated service being appropriate and feasible for Priority Assistance.
- 14.6 Priority Assistance is provided on the terms set out in our Policy Statement. We will provide you with notice of any change(s) to the policy statement that may have a detrimental effect on you 30 days before the change(s) takes effect.
- 14.7 We do not charge you to register for Priority Assistance or for Priority Assistance service connection or rectification. We charge you for standard connection, rental charges, call rates, and all other applicable fees that apply to your chosen Telstra products and services.

##### Eligibility and registration

- 14.8 You are eligible to register for Priority Assistance if you have valid medical certification that you, or someone living at your home, has a diagnosed life-threatening medical condition and, due to the medical condition, the individual concerned has:
- (a) a significantly increased possibility of a rapid deterioration in their condition to the point that they may die; and
  - (b) where prompt attendance by an ambulance, or prompt provision of telephone advice by a doctor or health professional could avert the individual's death.
- 14.9 To qualify for Priority Assistance, you must complete our registration process by submitting a completed Priority Assistance Application Form, including the privacy consent section, and obtain certification by a medical practitioner or another authorised person as specified by Telstra.
- 14.10 We may reject your application if we are not satisfied that you meet the eligibility criteria. If

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you are unhappy with that decision, you can ask us to review it. If you are unhappy with the outcome of our review, you can then ask the Telecommunications Industry Ombudsman to review the matter.

- 14.11 If your circumstances change, you must tell us because you may no longer be eligible for Priority Assistance.

### **Priority Assistance service levels**

- 14.12 Priority Assistance offers registered customers the highest level of service practicably available at the time for connection and fault repair of their Standard Voice Service.
- 14.13 We do not guarantee the increased service levels under our Customer Service Guarantee (CSG) Policy or guarantee a continuous or fault-free voice service to Priority Assistance customers. We do not need to compensate you for failing to meet these service levels.

### **Connection**

- 14.14 For Priority Customers who do not have a Standard Voice Service at their residence, we aim to connect the first Standard Voice Service within 24 hours of receiving the request to connect in urban & rural areas, and within 48 hours in remote areas (if that is reasonable in the circumstances).

### **Fault repair**

- 14.15 Priority Customers must nominate one of their services for which they want priority fault repair. Where a Priority Customer has no operative Standard Voice Service at their residence (including a fixed voice service supplied by someone other than us), we aim to repair faults on the nominated service within 24 hours of being notified of the fault in urban & rural areas, and within 48 hours in remote areas (if that is reasonable in the circumstances).

### **Interim and alternative services**

- 14.16 If we determine that we cannot meet the timeframes in clauses 14.14 and 14.15, we will offer you an Interim Priority Service or an Alternative Service (where applicable), unless circumstances beyond our control prevent it.

### **Priority Customers having difficulty paying bills**

- 14.17 If you are a Priority Customer repaying an overdue bill according to a payment arrangement agreed with us, we will not disconnect your service while you comply with the arrangement. If you have an overdue bill, you will need to contact us and agree on a payment arrangement. Otherwise we may disconnect your service under clause 8 of the General Terms. Where your account is disconnected, Priority Assistance will cease to apply from the date of disconnection.
- 14.18 While you remain a Priority Customer, if you do not make a payment according to the agreed payment arrangement or your account is suspended, we will give you a "soft dial tone" if your Standard Voice Service is on a local access network that Telstra controls (unless you are experiencing a fault).

### **Interim Priority Service for emergency medical requests**

- 14.19 If you have not yet registered for Priority Assistance but, due to an unexpected life-threatening medical condition affecting you or someone who lives with you, you have an urgent need for access to a working fixed voice service, we may offer you an Interim Priority

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Service (or, alternatively, a Priority Assistance equivalent service connection or fault rectification timeframes for your nominated fixed voice service).

14.20 The circumstances in which we will offer the service(s) specified in clause 14.19 are:

- (a) You attest that you meet the Priority Assistance eligibility criteria; and
- (b) You do not have access to a reliable mobile phone service that you can use in the event of an emergency.

14.21 If you obtain the benefit of Priority Assistance in these circumstances, you:

- (a) are not deemed to be a Priority Customer until we have received a completed Priority Assistance Application Form and determined that you meet the eligibility criteria; and
- (b) must apply for registration within 28 working days of making the emergency medical request by submitting a completed and accurate Priority Assistance Application Form.

14.22 We reserve the right to impose a service charge to recover our reasonable costs incurred in providing the service, at our discretion, if you:

- (a) do not apply within the timeframe set out in clause 14.21(b); or
- (b) apply within the timeframe but we consider that you do not meet the eligibility criteria for Priority Assistance,

(in either circumstance, you are considered an Ineligible Customer).

## PART F: DEFINITIONS

### 15 SPECIAL MEANINGS

15.1 The following words have the following special meanings:

- (a) **Alternative Service, Interim Priority Service and fixed voice service** have the respective meanings given in our Policy Statement.
- (b) **building** means a substantial structure with a roof and walls, and includes a high rise building, block of flats/apartments, factory, house, shed, caravan and mobile home.
- (c) **Business Customer** has the meaning given in the General Terms.
- (d) **Consumer Customer** has the meaning given in the General Terms.
- (e) **Customer Service Guarantee Standard** means *Telecommunications (Customer Service Guarantee) Standard 2011*.
- (f) **maintenance period** means:
  - (i) for new customers, the longer of your minimum term or 12 months from the date on which we deliver the equipment to you; or
  - (ii) for existing customers obtaining new equipment from us, 12 months from the date we provide the equipment to you.

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## Standard Voice and Internet Service Terms (Business)



- (g) **MDF** means the main distribution frame located in the multi-dwelling unit in which your Premises is located.
- (h) **nbn co** means NBN Co Limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 and its related body corporates, officers, employees, agents, subcontractors and consultants.
- (i) **nbn co Equipment** means any equipment that is owned, operated or controlled by nbn co.
- (j) **nbn Fibre Network** means the nbn fibre network that comprises solely of a fibre line and that is owned or controlled by, or operated by or on behalf of, nbn co (to avoid doubt, excludes the nbn FTTB/FTTN Networks).
- (k) **nbn Fixed Wireless Network** means the nbn fixed wireless network that is owned or controlled by, or operated by or on behalf of, nbn co.
- (l) **nbn FTTB Network** means the nbn Fibre to the Building (FTTB) network that is owned or controlled by, or operated by or on behalf of, nbn co.
- (m) **nbn FTTC Network** means the nbn Fibre to the Curb (FTTC) network that is owned or controlled by, or operated by or on behalf of, nbn co.
- (n) **nbn FTTN Network** means the nbn Fibre to the Node (FTTN) network that is owned or controlled by, or operated by or on behalf of, nbn co.
- (o) **nbn HFC Network** means the hybrid fibre coaxial cable network that is owned or controlled by, or operated by or on behalf of, nbn co.
- (p) **nbn network** means the nbn Fibre Network, the nbn Fixed Wireless Network, the nbn HFC Network, the nbn FTTC Network and the nbn FTTB/FTTN Networks and includes any other network, systems, equipment and facilities used by nbn co in connection with the supply of nbn Services.
- (q) **nbn Policies** means the instructions, policies and procedures issued by nbn co, including the nbn Fair Use Policy, the nbn co Equipment terms of use, the nbn co Operations Manual, all of which are available at [www.nbnco.com.au](http://www.nbnco.com.au).
- (r) **nbn Service** means a service which relies on the nbn network, or for which the nbn network is a component part.
- (s) **Network Boundary Point** means the point where the nbn Service is provided, being:
  - (i) in relation to the nbn Fibre Network, the nbn HFC Network and the nbn Fixed Wireless Network - your side of the user network interface on the NTD;
  - (ii) in relation to the nbn FTTB Network – your side of the user network interface on the MDF;
  - (iii) in relation to the nbn FTTC Network
  - (iv) if your Premises has an MDF, your side of the user network interface on the MDF; or
  - (v) the first phone point on the line after building entry or your side of the user

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network interface on the NCD.

- (vi) in relation to the nbn FTTN Network – your first phone point on the line after building entry.
- (t) **Network Connection Device (NCD)** means a network connection device supplied by nbn co for the supply of the nbn Services on the nbn FTTC Network.
- (u) **Network Termination Device (NTD)** means a network termination device supplied by nbn co for the supply of nbn Services on the nbn Fibre Network, the nbn HFC Network and the nbn Fixed Wireless Network. NTD is also referred to as the nbn Connection Box.
- (v) **Node** means equipment used by nbn co for the purposes of supplying an nbn Service on the nbn FTTN Network.
- (w) **Opticomm** means Opticomm Ltd ACN 117 414 776 and its related body corporates, officers, employees, agents, subcontractors and consultants.
- (x) **Opticomm supplied equipment** means any equipment that is owned, operated or controlled by Opticomm.
- (y) **Opticomm access network** means the fibre network that comprises solely of a fibre line and that is owned or controlled by, or operated by or on behalf of, Opticomm.
- (z) **Policy Statement** means our Priority Assistance for Life Threatening Medical Conditions Policy. A copy of our Policy Statement can be found at <https://www.telstra.com.au/consumer-advice/customer-service/priority-assist>
- (aa) **Premises** means the location at which you intend to use the Service.
- (bb) **Priority Assistance Application Form** means the form you need to complete and submit to Telstra as part of registering for Priority Assistance, available at: <https://www.telstra.com.au/content/dam/tcom/personal/support/pdf/home-phone/priority-assistance-application-form-individuals-c060.pdf>
- (cc) **Priority Customer** means a customer who is registered for Priority Assistance.
- (dd) **remote areas, rural areas and urban areas** have the respective meanings given in our Policy Statement.
- (ee) **Subsequent Installation** means any subsequent installation at a Premises after the initial standard or non-standard installation.
- (ff) **Standard Voice Service** means a Standard Telephone Service as defined in the *Telecommunications (Consumer Protection and Service Standards) Act 1999*.
- (gg) **Telstra Modem** means the modem that Telstra may supply to deliver your Services.
- (hh) **Wholesale Broadband Agreement** means our Wholesale Broadband Agreement with nbn co for the supply of the nbn components of nbn Services.