

Part A – Telstra Internet Direct

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Part A – Telstra Internet Direct

Certain words are used with the specific meanings set out in clause 9 and in [the General Terms of Our Customer Terms](#).

1 About this Part

Our Customer Terms

- 1.1 This is Part A - Telstra Internet Direct of the Internet Solutions section of Our Customer Terms.
- 1.2 [The General Terms of Our Customer Terms](#) apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in this Part A - Telstra Internet Direct section, then this Part A - Telstra Internet Direct applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of this Part A - Telstra Internet Direct section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

When this section applies

- 1.5 This section applies if you signed up for your Telstra Internet Direct service on and from 1 March 2018.
- 1.6 If you signed up for a Telstra Internet Direct service before 1 March 2018, the Part A - Telstra Internet Direct (non-current before 1 March 2018) section of the Internet Solutions section of Our Customer Terms applies instead of this section.

No assignment or resupply

- 1.7 You must not assign or resupply Telstra Internet Direct to anyone.

2 Telstra Internet Direct

What is Telstra Internet Direct?

- 2.1 The Telstra Internet Direct service gives you a high performance, carrier-grade, dedicated connection to the Internet via our points of presence around Australia.
- 2.2 The Telstra Internet Direct service requires a compatible telecommunications service in order to connect your premises to our point of presence (**Access Service**).
- 2.3 We offer two options for purchasing the Telstra Internet Direct service:

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- (a) **TID Standalone** includes the Telstra Internet Direct internet connection but does not include the Access Service.
- (b) **TID Premium Package** includes the Telstra Internet Direct internet connection bundled with the Access Service.

3 Details of the Telstra Internet Direct service

Availability

- 3.1 The availability of a Telstra Internet Direct service depends on your location, which we can confirm upon your request.
- 3.2 In this section, where you can apply, request, ask, are eligible (or any other similar wording) for a service, feature, functionality, or any other item (“**Request**”), we can accept or reject that Request at our choice.

Access Services

- 3.3 If you purchase a TID Standalone service, you must separately acquire and maintain an approved Access Service to connect with your TID Standalone service. The terms and charges for your Access Service are separate from and in addition to the terms and charges for your TID Standalone service. We will confirm on request the approved Access Services compatible with your TID Standalone service.
- 3.4 If you purchase a TID Premium Package service, the Access Service bundled with your service is set out in your separate agreement with us. We will confirm on request the Access Services options for TID Premium Packages available at the time and feasible for your premises.
- 3.5 You may not transfer an existing Access Service to use for a new TID Premium Package service. You will need to cancel your existing Access Service, pay any applicable early termination charges for the existing Access Service and provision a new Access Service as part of your TID Premium Package.
- 3.6 If you acquire a TID Premium Package, the applicable section of Our Customers Terms for your chosen Access Service applies to that Access Service, unless otherwise specified. For example:
 - (a) the [Ethernet MAN section](#) of Our Customer Terms (except for the Ethernet MAN standard network connection, monthly access and bandwidth-on-demand change charges) applies to your Ethernet MAN Access Service; and
 - (b) the [Services on the nbn™ section](#) and [nbn™ Access Services section](#) of Our Customer Terms apply to your Ethernet over nbn™ Access Service.
- 3.7 In relation to TID Premium Packages, this Telstra Internet Direct section prevails to the extent of any inconsistency with the Access Service OCT.

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Bandwidth options

- 3.8 We will confirm on request the access bandwidth options for your Telstra Internet Direct service and Access Service that are available at the time of your request and feasible for your premises.
- 3.9 The access bandwidth for your Telstra Internet Direct service is the nominal data throughput rate limit that we have configured for your access port. The access port is the point at which your Access Service connects to our point of presence to our Internet access network.
- 3.10 Actual throughput depends on a variety of other factors, including:
- (a) the access bandwidth of your Access Service;
 - (b) that the transmission protocol uses some of the access bandwidth to manage the data transmission;
 - (c) the capability and settings of equipment and systems and used by the sender and the recipient of the data transfer; and
 - (d) the average payload size - the smaller the payload size, the lower the effective throughput due to higher ratio of transmission overhead.
- 3.11 The Access Service OCT contains further terms relating to the speed of your Access Service.

Data allowance

- 3.12 If your plan has an unlimited data allowance, there are no excess usage charges.
- 3.13 If your plan has a specified data allowance, we charge you an excess usage charge for each additional Megabyte of traffic received, up to a specified excess usage cap (if applicable for your plan). The excess usage cap is in addition to the monthly charges for your service. If you receive less traffic than your chosen traffic allowance in a month, the remaining unused traffic allowance is forfeited.

Static IP address

- 3.14 As part of your Telstra Internet Direct service, we will provide you with access to one Internet protocol address (“IP Address”). We may replace that IP Address with a different IP Address at any time by giving 14 days’ prior notice to you. You cannot request a particular IP Address.
- 3.15 You acknowledge that the IP Address that we allocate for your use 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).

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- 3.16 We grant you a non-exclusive, non-transferable, revocable licence to use the IP Address in equipment for the sole purpose of using the IP Address with your Telstra Internet Direct service. We reserve all other rights in the IP Address.
- 3.17 You may not sub-licence, assign, share, sell, rent, lease, transfer or otherwise deal with the IP Address other than as granted to you under this section of Our Customer Terms.
- 3.18 If you are migrating from another Internet Service Provider to a Telstra Internet Direct service you will be provided with a new IP Address. It is your responsibility to update your existing network configurations to take into account your new IP Address.

CustData web page

- 3.19 You can access the [CustData web page](#) to access near real-time information and tools on your Internet traffic, service levels and account details.
- 3.20 We will use reasonable efforts to send an email notification to you once you reach 50%, 75%, 100%, 125%, 175% and 250% of your chosen monthly traffic allowance for that month (if applicable). These alerts are only an estimate of the amount of traffic you have received at that point in time. It is your responsibility to manage the amount of traffic received by your Telstra Internet Direct service and you remain liable for any excess usage charges which apply.
- 3.21 We will send the traffic notifications to the email address specified in the Billing Contact section of your [CustData web page](#). You must ensure this address is current and updated as required.

No outgoing email

- 3.22 The Telstra Internet Direct service does not include access to an SMTP service to let you relay or send email, whether or not you have your own locally operated mail server. If you want to be able to send or relay email you have to obtain your own SMTP server.

Internet Direct Secondary MX mail server (optional)

- 3.23 You can apply for our optional Internet Direct Secondary MX mail server service. This provides a back-up if your primary SMTP mail server fails.
- 3.24 You must not use this as your primary SMTP mail server. This feature may only be used as a temporary service, to provide redundancy for a short period if there is a problem with your primary server.
- 3.25 We will use reasonable endeavours to ensure that the Internet Direct Secondary MX mail server feature is available for your use. However, we do not promise that the Internet Direct Secondary MX mail server feature will always be available or that it will deliver all emails to the intended recipients.

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Border Gateway Protocol (BGP)

- 3.26 You can ask to use Border Gateway Protocol when you apply for Telstra Internet Direct service or via the [CustData web page](#).

Domain Name Servers (DNS)

- 3.27 You can apply for us to host a domain name on one of our DNS servers. You can apply for us to host your domain name on either a Primary DNS server or on a Secondary DNS server (which will mirror the domain information of the Primary DNS server). You can do this through the CustData webpage.
- 3.28 If your Telstra Internet Direct service is cancelled, we will remove your DNS records from our DNS servers. You will need to transfer your domain name hosting services to another Telstra Internet Direct service or to another provider.

4 Charges

- 4.1 Your separate agreement with us sets out the following charges for your Telstra Internet Direct service:
- (a) Monthly access charges;
 - (b) Connection and relocation charges; and
 - (c) any excess usage charges and any cap for such excess usage charges (except if your plan has an unlimited data allowance).
- 4.2 The connection and relocation charges only cover connections and relocations during our business hours of 8am to 6pm on a Business Day. Additional charges apply if you request connections or relocations outside our business hours.
- 4.3 The charges for your Telstra Internet Direct service vary depending the zone your premises are located in. We will confirm on application the applicable zone for your Telstra Internet Direct service.
- 4.4 We may also charge you the following changes:

Charge type	When we may charge	Charge (GST excl)
Backchannel charge	If the total traffic you send in a month through all access ports on your account (other than access ports for which you have chosen the unlimited traffic allowance pricing option) exceeds the total traffic you receive in that month through those access ports by more than four times (i.e. a greater than 4:1 ratio)	4¢ for each additional Megabyte of traffic you send in that month in excess of the 4:1 ratio

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Bandwidth Downgrade charge	You ask to downgrade the access bandwidth of your plan	Single uplink Access Service: \$500 per change Fully redundant Access Service: \$1,000 per change
Changing customer charge	You ask to change the customer for your Telstra Internet Direct service	\$150 per request
Held order charge	You ask us to delay provisioning of an accepted order	\$500 per request

5 Minimum term and termination

- 5.1 You must take each Telstra Internet Direct service for a minimum term of 12, 24 or 36 months or such other period set out in your separate agreement with us (“**minimum term**”).
- 5.2 Your minimum term starts when we first supply the Telstra Internet Direct service to you. Your monthly charges for the service start from the date your minimum term begins.
- 5.3 If you terminate a Telstra Internet Direct service before it’s provisioned, you must pay us 65% of the standard connection charge for the service, even if we had waived the connection charge for that service.
- 5.4 An early termination fee also applies if:
- (a) you terminate an Telstra Internet Direct service before the end of its applicable minimum term, except where the termination is due to our material breach; or
 - (b) we terminate a Telstra Internet Direct service before the end of its applicable minimum term due to your material breach.
- 5.5 The early termination fee is 65% of $A \times B$ where:
- A** is the monthly charges payable for the terminated Telstra Internet Direct service.
- B** is the number of months (or part of a month) from the date of termination until the end of the applicable minimum term.
- You acknowledge that this is a genuine pre-estimate of our loss (including loss of profits).
- 5.6 If you would like to change your Access Service for your Telstra Internet Direct Premium Package service, you will need to cancel your existing Telstra Internet Direct Premium Package service, pay any applicable early termination charge and apply for a new service.
- 5.7 If you request, we can delay provisioning of your accepted order for up to three months provided you pay the held order charge set out above. After that time, we may cancel

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your application by prior written notice and also charge you 65% of the standard connection charge for the service.

6 Your use of the Telstra Indirect Direct service

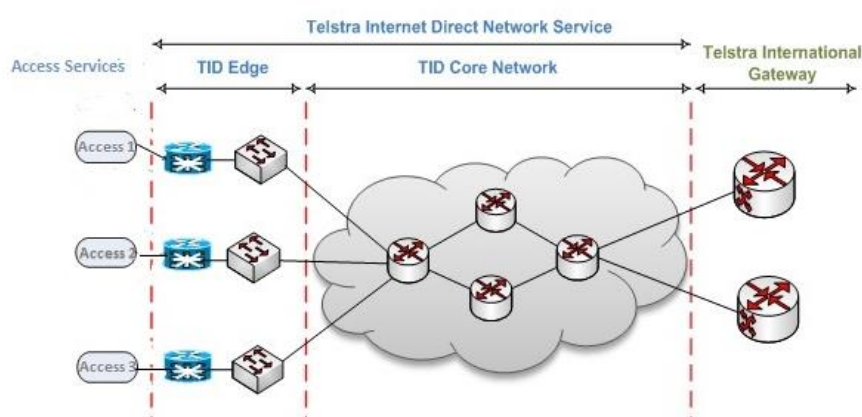
- 6.1 You must ensure that your use of the Telstra Indirect Direct service complies with all reasonable procedures notified by us, including our [Acceptable Usage Policy](#).
- 6.2 We may immediately limit, suspend or cancel the whole or part of your Telstra Indirect Direct service if we believe on reasonable grounds that you have breached our Acceptable Use Policy. We will usually attempt to notify you before we suspend or terminate the service if it is reasonably possible to do so.
- 6.3 If we supply any software to you in connection with your Telstra Internet Direct service, your use of any such software is subject to the terms and conditions supplied with the software or otherwise notified to you.

7 Service Assurance

Telstra Internet Direct network availability

- 7.1 We aim to meet the following availability targets each month for the components of Telstra Internet Direct service set out below:

Network	Service availability target
Telstra Internet Direct Core Network	99.995%
Telstra Internet Direct Core and Edge Network	99.95%



- 7.2 We measure the service availability of the Telstra Internet Direct Core Network as the percentage of time that any primary POP could pass traffic to all other primary POPs via the core.
- 7.3 We measure the service availability of the Telstra Internet Direct Core and Edge Network as follows:

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

Access Service network availability

- 7.4 Your Access Service has a separate service availability target which may be set out in the Access Service OCT. If your Access Service is unavailable, this is not reflected in the network availability for your Telstra Internet Direct service.

Scheduled outages

- 7.5 There may be scheduled outages to your Telstra Internet Direct service for us to perform scheduled maintenance, upgrades or repairs. We do not take scheduled outages into account in calculating service availability levels.
- 7.6 We aim (but do not guarantee) to tell you about scheduled outages to your Telstra Internet Direct service at least five business days beforehand. We can do this by posting information on the [CustData web page](#), on the Telstra Internet Direct page, on our website or by sending an e-mail to the person you have nominated as your technical contact.
- 7.7 We aim (but do not guarantee) to make sure scheduled outages to your Telstra Internet Direct service 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.

Service Assurance

- 7.8 As part of the Telstra Internet Direct service, we provide a 24 hours a day, 7 days a week fault reporting service (**Helpdesk**) for you to tell us about service faults.
- 7.9 Service assurance levels apply to the Access Service which you use with your Telstra Internet Direct service. [Standard Restoration, SLA Premium and Telstra Provisioning Commitment section](#) of Our Customer Terms and the Access Service OCT set out the terms relating to service assurance of your Access Service, including:

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- (a) the standard service assurance levels included (including coverage period, response time targets and restoration time targets); and
- (b) any enhanced service assurance options which you may purchase at additional cost.

8 Other work we do for you

- 8.1 Additional charges apply for installation, maintenance, consultancy and after sales activities not covered by a standard charge or contract. The additional work and applicable charges are set out in the [Fee-for-service \(Other work we do for you\)](#) section of Our Customer Terms, unless otherwise notified by us.

9 Special meanings

- 9.1 The following words have the following meanings in this section:

Acceptable Usage Policy means our Acceptable Usage Policy as updated from time to time, found at <https://www.telstraglobal.com/legal/acceptable-use-policy> or such other website as notified to you.

Access Service OCT means the applicable section of Our Customers Terms for the Access Service that you use with your Telstra Internet Direct service.

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

Network Boundary Point for an Access Service has the meaning set out in the applicable section of Our Customer Terms for that Access Service.

a **point of presence** or **POP** is the place where a Access Service connects to our Internet access network
