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## 1 About this Part

- 1.1 This is the Telstra Air Merchant<sup>®</sup> section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms apply. For business and government customers at [http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus\\_government.htm](http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm).)
- 1.3 If the General Terms of Our Customer Terms are inconsistent with anything in the Telstra Air Merchant section, then the Telstra Air Merchant section applies instead to the extent of the inconsistency.
- 1.4 The rights we have to suspend or terminate a service in this Section are in addition to our rights to suspend or terminate a service in the General Terms or any other term of Our Customer Terms which is expressly incorporated.

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## 2 Acceptable use policy

- 2.1 The **Acceptable Use Policy** set out in Part A – General Terms for BigPond services (can be found at <http://www.telstra.com.au/customer-terms/home-family/bigpond-services/general/>) applies to your access to and use of the Telstra Air service.

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## 3 Telstra Air Merchant<sup>®</sup>?

### What is Telstra Air Merchant?

- 3.1 Our Telstra Air Merchant service enables eligible Small Business Fixed Broadband customers to offer guest Wi-Fi to their customers.

### Eligibility and Compatibility

- 3.2 To be eligible for the Telstra Air Merchant service, you must separately have, and maintain for the duration of your Telstra Air Merchant service term:
  - (a) an eligible Telstra small business fixed broadband service; and
  - (b) a compatible modem with a free Ethernet port to connect your Telstra Air Merchant Hotspot.

3.3 The Telstra Air Merchant service is not available with DOT (Digital Office Technology) services on ADSL.

3.4 Compatible modems include Telstra Business Fixed Broadband Modems and many popular modems sold in Australia.

### **Components of the Service**

3.5 The Telstra Air Merchant service comprises:

- (a) a Telstra Air Merchant Hotspot that will broadcast:
  - (i) a Guest SSID for use by your customers to access the internet; and
  - (ii) a Telstra Air SSID for use by Telstra Air Customers to access the internet;
- (b) a Telstra Air Merchant Control Panel that enables you to:
  - (i) manage Guest SSID connections;
  - (ii) customise the Guest SSID login page (Splash Page); and
  - (iii) access Wi-Fi Analytics Tools; and
- (c) Telstra Air membership.

3.6 Unless we give our written consent, you cannot:

- (a) in relation to the Splash Page, brand it with, or include on it, any material that refers to a competitor of ours;
- (b) in relation to the Guest SSID, use the name of a competitor of ours, or a logo, term or lettering that refers to a competitor of ours.
- (c) use the Splash Page or the Guest SSID to post messages, or include material, critical of us;

3.7 You cannot include on the Splash Page or on the Guest SSID, any material or message that is false, grossly offensive, defamatory, or unlawful.

### **Limits on the Telstra Air Merchant service**

3.8 The experienced speed and quality of your Telstra Air Merchant service is reliant on a number of factors, including:

- (a) the underlying Telstra fixed broadband service; and
- (b) the number of concurrent users across all connections to your broadband service, including users connected to the Guest SSID, the Telstra Air SSID or to your business's private SSID broadcast by your modem.

A minimum internet speed of 6Mbps is recommended.

- 3.9 We may establish rules which prevent your Network Modem from broadcasting a Guest or Telstra Air SSID where the download line speeds at your premises fall below a level determined by us. We will notify you if we do so.
- 3.10 We may change the features and functionality of the Telstra Air Merchant service from time to time. We will give you reasonable notice of any materially detrimental changes.

### **Installation**

- 3.11 The Telstra Air Merchant service is designed for easy self-installation. Professional installation of the Telstra Air Merchant Hotspot is not included unless you have separately ordered a professional installation of your Telstra Fixed Broadband Service (provided that the modem is supplied by us).

### **Data Charges**

- 3.12 Data usage on the Guest SSID is charged in accordance with your current Data allowance under your Telstra Fixed Broadband Service.
- 3.13 Data usage on the Telstra Air SSID will not be deducted from your Data allowance under your Telstra Fixed Broadband Service.

### **Minimum term, Subscription Fee and Early Termination Charge**

- 3.14 The Critical Information Summary specifies details of the minimum term, monthly subscription charge and any early termination charges that may apply.

### **Cancellation and suspension**

- 3.15 Use of the Guest SSID is for end users' personal enjoyment. The Telstra Air Merchant service and the Guest SSID must not be used for any unlawful activity, including but not limited to, a breach of an applicable Law (including but not limited to the Privacy Act 1988(Cth)), a breach of a regulatory instrument, infringement of rights, or the publication of defamatory content. A breach of this section is considered a material breach and a breach of this section or any of the Telstra Air Merchant service terms by a Guest is considered a breach by you.
- 3.16 Without limiting any of our rights and in our sole discretion, we may immediately:
- (a) take down your Splash page (or any part of it) if we consider its content or use may involve a breach of these terms;
  - (b) block access to your Telstra Air Merchant service or cancel your Telstra Air Merchant service (or any part of it) if you or an end user of the Guest SSID are in material breach of these terms.

We will notify you as soon as reasonably possible if we take the above actions.

### Your obligations

3.17 You must:

- (a) keep your Telstra Air Merchant service account information, password, data and equipment secure;
- (b) regularly check the contact email address on your account for messages about the Telstra Air Merchant Service; and
- (c) comply with our reasonable directions that are necessary for us to provide the Telstra Air Merchant service to you.

3.18 You acknowledge that your and any end user's information associated with use of the Telstra Air Merchant service may be transmitted to and stored overseas and that this information may be accessed via contractors located overseas for the purpose of providing the Telstra Air Merchant service .

### Your Privacy

3.19 We collect, use and disclose personal information as set out in our "Protecting Your Privacy" Statement. The current version of our Privacy Statement is available at [http://www.telstra.com.au/privacy/privacy-statement/?red=/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy-statement/?red=/privacy/privacy_statement.html)