

### Part F – Additional broadband service terms

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#### **1 About this Part**

- 1.1 This is part of the Home Broadband Plans section of Our Customer Terms.
- 1.2 This part applies to you if you took up a Home Broadband Plan on or after 26 February 2019. Provisions in other parts of the Home Broadband Plans section also apply.
- 1.3 If you have Telstra Mail, Part K – Email of the BigPond Service section also applies to you.
- 1.4 If you take up or receive any of the additional services described in Part G – BigPond Additional Services of the BigPond Service section, the provisions of that section also apply to you.

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#### **2 What is the home broadband service?**

- 2.1 Our home broadband service gives you:
  - (a) access to the world wide web, broadband web hosting services, email service and global newsgroups;
  - (b) the ability to upload and download files to and from the global internet using the file transfer protocol;
  - (c) access to Telnet and native HTTP access to global gopher services; and
  - (d) other services we may advise to you from time to time.
- 2.2 We supply our home broadband service using various technologies, including NBN, Cable, ADSL, and Opticomm. Part A – General of the Home Broadband Plans Section explains how we can change the technology used to provide your service from time to time.

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#### **3 Changing your plan**

- 3.1 You acknowledge that:
  - (a) it may take up to 30 hours for the change to be implemented;

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- (b) your existing plan will continue to apply until the change is implemented;
- (c) the date on which we effect the change will be your new billing date; and
- (d) your next bill will separately itemise the charges for the service before and after the change.

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**4 Faults and Maintenance**

- 4.1 You can use our technical support services for genuine problems with your home broadband service.
- 4.2 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;
  - (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; and
  - (c) we will only provide support for connecting your service to a single PC (as we do not support multiple network cards and devices).
- 4.3 We may charge you our fee-for-service charges set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms, or other amounts that we notify you of in advance, to cover our reasonable costs in:
- (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.

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#### **Maintenance of equipment**

- 4.4 If you get equipment from us or any new Telstra branded equipment from our authorised dealers, 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 suitable 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 suitable 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.

**maintenance period** means:

- (a) for new customers, the longer of your minimum term or 12 months from the date on which we deliver the equipment to you; or
  - (b) for existing customers obtaining new equipment from us, 12 months from the date we provide the equipment to you.
- 4.5 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.
- 4.6 Subject to clause 4.8, we are only responsible under our voluntary warranty for servicing and maintaining the equipment under clause 4.4 if:
- (a) you tell us about the defect during the maintenance period and follow the procedures for requesting maintenance services set out at [Telstra.com](https://www.telstra.com);
  - (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 our broadband network or service.

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This clause does not limit your rights under consumer protection legislation.

4.7 Also, subject to clause 4.8, we are not responsible for servicing and maintaining the equipment under clause 4.4 if the equipment is defective or does not work due to:

- (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, but not limited to, 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 (including floods, lightning and fire), acts of terrorism, or any other cause beyond our reasonable control.

4.8 These maintenance terms:

- (a) no longer apply if your 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).

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## 5 Software licences

5.1 We may supply software to you and grant you a revocable non-exclusive licence to use the software on these terms.

5.2 If we supply software to you, you must:

- (a) only use it (including storing, loading, installing, executing or displaying it on a computer) with the service;
- (b) only use it in accordance with our reasonable directions from time to time;

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- (c) not sub-licence, assign, share, sell, lease or otherwise transfer any right to use it to someone else;
- (d) not copy (other than making one copy for archival or backup purposes), translate, adapt, modify, alter, de-compile, disassemble, or reverse-engineer the software; create any derivative work of the software; merge the software with any other software; or change the software in whole or in part, except as permitted under the Copyright Act 1968 (Cth); and
- (e) not alter or remove any copyright or other intellectual property notifications applied to the software.

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## 6 ADSL and Cable

- 6.1 This clause 6 applies to you if we supply your home broadband service using ADSL or Cable technology.

### Limitations of ADSL

- 6.2 Where we supply your service using ADSL technology:
- (a) The service works off a fixed telephone line and can sometimes affect the fixed telephone line. You may also notice minor disruptions to your service. Installing your service may cause minor disruptions to your fixed line telephone service.
  - (b) If your home phone service is disconnected, your home broadband service will also be disconnected (and your service may be cancelled).
  - (c) You may not be able to access some other products and services that are incompatible with your service.

### Service commencement

- 6.3 Your home broadband service commences on the following dates:
- (a) if you choose professional installation, on the date on which we install the broadband transmission facilities on your premises; or
  - (b) if we supply your service using Cable and you choose to self-install, on the earlier of:

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- (i) the date you (or, if you are a group administrator, your group member) first use your service;
  - (ii) 21 days after we notify you that your service has been activated (if you or your group member already have the equipment); or
  - (iii) 21 days after we notify you of the expected delivery date of your self-installation kit;
- (c) if we supply your service using ADSL and you choose to self-install, on the date of activation that we provide you when you sign up to your service. If this date changes we will make reasonable efforts to inform you of the change.

#### **Group members**

- 6.4 If you have been authorised by a group administrator to use a service on a group administrator account (“**group member**”), clauses 6.4 to 6.9 apply to you. If these clauses are inconsistent with any other part of Our Customer Terms, clauses 6.4 to 6.9 apply to the extent of the inconsistency.
- 6.5 As a group member, you are not responsible for the payment of any fees or charges in relation to the service (including cancellation fees). The group administrator is responsible for the payment of all fees and charges relating to a group member service.
- 6.6 As a group member, you:
- (a) do not have any right, title or interest in any of the equipment provided to you for use in connection with the service;
  - (b) are not entitled to receive any refunds, rebates or credits in relation to the service. Any applicable refunds, rebates or credits will be paid to the group administrator’s account; and
  - (c) are not permitted to perform certain tasks in relation to the service, including (but not limited to), changing the plan, moving (relocating) the broadband service to another address and purchasing additional services and additional mailboxes (unless your group administrator has allowed you to do this).
- 6.7 The group administrator may make changes to the service at any time without telling you first, including changing the plan, moving (relocating) the service to

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another address, changing the account password and permitting or restricting access to additional services and additional mailboxes.

- 6.8 The service may also be terminated at any time by us or by your group administrator in accordance with these terms. We do not have to tell you before the service is terminated.
- 6.9 If you terminate your service, you must inform your group administrator that you have done so as soon as practicable.

#### **Group administrators**

- 6.10 If you are a group administrator who has signed up to a group administrator account:
- (a) you are responsible for paying all fees and charges in relation to your group member services, including payment of any cancellation fees (regardless of who terminates the service), installation fees, reconnection fees, service fees, excess usage charges and charges for additional services and/or additional mailboxes (where you have allowed your group member to purchase additional services/mailboxes); and
  - (b) you must ensure that your group members comply with Our Customer Terms.
- 6.11 If clause 6.10 is inconsistent with any other part of Our Customer Terms, clause 6.10 applies to the extent of the inconsistency.

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## **7 Mobile broadband**

- 7.1 This clause 7 applies to you if we supply your home broadband service using mobile broadband technology.
- 7.2 If you use a Mobile Broadband USB or Broadband Ready Device that supports roaming onto the EDGE network from the Next G network and you move outside a Next G network coverage area:
- (a) you will receive non-broadband speeds on the EDGE network;
  - (b) the mobile card will automatically transfer from the Next G network to the EDGE network and will generally maintain your connection during data transfers;

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- (c) when moving from the Next G to the EDGE network and back, the mobile card will generally wait until no data has transferred for 20 to 30 seconds before trying to select the Next G network; and
  - (d) if the Next G network is available and suitable radio conditions exist, the automatic transfer will occur. This may not be effective for applications that constantly send data without pausing for any period.
- 7.3 If you use your Mobile Broadband USB or Broadband Ready Device with the service that does not support roaming onto the EDGE network from the Next G network, and you move outside a Next G network coverage area, you will lose your connection until you move back within a Next G network coverage area.
- 7.4 You need to connect with:
- (a) a Mobile Broadband USB;
  - (b) a Broadband Ready Device (including a Broadband Ready Laptop);
  - (c) a Mobile Broadband Network Gateway; or
  - (d) a Mobile Broadband Wi-Fi Device,
- (“Mobile Broadband Device”).**
- 7.5 Your service is provided over our Next G network. Your Mobile Broadband device only operates on our network.
- 7.6 You must not use or allow others to use your service:
- (a) in connection with any machine-to-machine applications (i.e. any automated telemetry, telematics or telematics application which links two or more systems or devices with a mobile data connection);
  - (b) to connect to the internet via another internet service provider; or
  - (c) to establish any point to point data connections with another modem.
- 7.7 If you are connected to Mobile Broadband using a Mobile Broadband device, have no or poor coverage, and there is no problem with your setup, you are eligible to take advantage of our coverage guarantee. The coverage guarantee does not limit or affect any rights you may have under law in relation to the kit or the service.

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7.8 To take advantage of our coverage guarantee, you must return your mobile broadband kit within 10 days from the date you received it, along with the receipt and all components in their original condition.

7.9 The following devices may be compatible with your home broadband service where it is supplied using mobile broadband technology. For a current list of compatible devices please contact us.

<b>Device</b>	<b>Typical Customer Download Speeds</b>	<b>Typical Customer Upload Speeds</b>
Standard Mobile Card	550 Kbps -1 Mbps	60 Kbps – 330 Kbps
Turbo USB	550 Kbps – 3 Mbps	330 Kbps – 3 Mbps in capital cities, associated metropolitan areas and selected regional areas 330 Kbps – 1 Mbps in other coverage areas
7.2 Home Network Gateway	550 Kbps – 3 Mbps	330 Kbps – 1 Mbps
Elite USB	550 Kbps – 8 Mbps in capital cities, associated metropolitan areas and many regional areas 550 Kbps – 3Mbps in other coverage areas	330 Kbps – 3 Mbps in capital cities, associated metropolitan areas and many regional areas 330 Kbps – 1 Mbps in other coverage areas
Elite Network Gateway	550 Kbps – 8 Mbps in capital cities, associated metropolitan areas and many regional areas 550 Kbps – 3Mbps in other coverage areas	330 Kbps – 3 Mbps in capital cities, associated metropolitan areas and many regional areas 330 Kbps – 1 Mbps in other coverage areas
Ultimate USB and Ultimate Mobile Broadband Wi-Fi	1.1 Mbps – 20 Mbps in all capital CBDs*, and selected metropolitan,	300kbps to 3Mbps in capital cities, associated metropolitan areas and many regional areas.

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Device	Typical Customer Download Speeds	Typical Customer Upload Speeds
	regional and rural areas. 550 Kbps – 8Mbps in the remaining metropolitan areas of all capital cities and many other regional and rural locations 550 Kbps – 3Mbps in other coverage areas If multiple users access the Wi-Fi device the typical speed range per user may be reduced	300kbps to 1Mbps in other coverage areas If multiple users access the Wi-Fi device the typical speed range per user may be reduced
USB 4G Mobile Wi-Fi 4G and Wi-Fi 4G Advanced	2 Mbps – 50 Mbps in all capital CBDs associated airports, and selected, regional locations. 1.1 Mbps – 20 Mbps in all capital CBDs*, and selected metropolitan, regional and rural areas. 550 Kbps – 8Mbps in the remaining metropolitan areas of all capital cities and many other regional and rural locations 550 Kbps – 3Mbps in other coverage areas	1Mbps to 10Mbps in all capital CBDs*, associated airports and selected regional locations 300kbps to 3Mbps in capital cities, associated metropolitan areas and many regional areas. 300kbps to 1Mbps in other coverage areas If multiple users access the Wi-Fi device the typical speed range per user may be reduced.

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Device	Typical Customer Download Speeds	Typical Customer Upload Speeds
	If multiple users access the Wi-Fi device the typical speed range per user may be reduced.	
Wi-Fi 4G Advanced II (Cat 6)	Typical download speeds of between 2 Mbps to 100 Mbps are available in 4GX areas. <sup>^</sup> Outside 4GX areas, you'll switch to our fastest available 4G or 3G speeds. If multiple users access the Wi-Fi device the typical speed range per user may be reduced	Typical upload speeds between 1 Mbps to 10 Mbps are available in 4GX and 4G areas. If multiple users access the Wi-Fi device the typical speed range per user may be reduced.

\*Capital CBDs means within 5kms of the GPO of a capital city.

<sup>^</sup> the Telstra Mobile Network offers 4GX in selected areas of Perth, Sydney, Darwin, Adelaide and selected regional areas and is progressively rolling out to more places. In other coverage areas around Australia, you'll automatically switch to our fastest available 4G which is offered in all capital CBD's and associated airports, many surrounding suburban areas and in over 330 regional areas or our 3G. Check coverage at [telstra.com/coverage](http://telstra.com/coverage)

We may make other Mobile Broadband Devices available from time to time.

7.10 Actual speeds may be slower and will vary due to factors such as location, distance from the mobile base station, local conditions, user numbers, hardware, software, download source and other factors.

#### Optional extras

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If you choose to purchase one of our optional extras, the following charges may apply:

Description	Charge	Applicable to
Standard additional outlet at the same time as the broadband installation (additional outlet must be ordered when the main broadband installation is ordered)	\$55	Cable
Standard additional outlet ordered after the main broadband installation	\$82.50	Cable
Non-standard installation and connection	Quote upon request	All technology types
Multiple Outlet Amplifier	\$330	Cable
Multiple Outlet Amplifier	\$119	ADSL
Single USB Wi-Fi adaptor for wireless desktop or laptop connection to Home Network Gateway	\$60	Cable ADSL