



INTERNET ONLY SERVICE TERMS

This section sets out specific terms that apply to our Internet Only 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 Internet Only Services.
- 1.2 To take up an Internet Only Service, you must be a Consumer Customer or a Business Customer.

How do we provide Internet Only Services?

- 1.3 We provide Internet Only Services using different technologies such as nbn and Opticomm 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 Internet Only 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 NO VOICE SERVICE

- 2.1 Internet Only Services do not include a Standard Voice Service, Priority Assistance and do not support the set up or use of specialised services including:
 - (a) back-to-back security alarms;
 - (b) help buttons/pendants;
 - (c) lift phones;
 - (d) fire indicator panels; or
 - (e) emergency, panic or medical alarms.
- 2.2 If you have any devices that use a specialised service set out in clause 2.1 above, you must contact the manufacturer and determine if they are compatible with an Internet Only Service on the nbn network or Opticomm access network.

3 INTERNET SERVICE FEATURES

What is an Internet Only Service?

- 3.1 An Internet Only Service provides you with a broadband internet access service.

Telstra Standard Terms

Internet Only Service Terms



Modem

- 3.2 An Internet Only Service does not include a Telstra Modem. You may either bring your own modem or buy a Telstra Modem.
- 3.3 If you choose to bring your own modem you acknowledge that we are required to undertake post-migration testing and may be unable to perform that testing. You will need to notify us of any issues with your Internet Only Service before we can take steps to resolve them.

Static IP Address

- 3.4 If you purchase a static internet protocol address (**Static IP Address**), we will, subject to clause 3.8, assign an IP Address (version 4) to your Internet Only Service. We may replace your assigned IP Address with a different IP Address at any time by giving 14 days' prior notice to you. You cannot request a particular IP Address.
- 3.5 A monthly fee applies for Static IP Addresses. If you subsequently cancel the Static IP Address partway through a billing month, we will not refund any of the monthly payment for that month. However, you will retain the static IP address until the end of the billing month.
- 3.6 A Static IP Address is only supported for Internet Only Services on the nbn network and Opticomm access network.
- 3.7 You acknowledge that Static IP Addresses will be assigned from a pool of available Telstra IP Addresses and therefore the Static IP Address that we allocate to you may have been used by us (or other people) prior to being allocated to you. As a result, you may receive traffic intended for us (or those other people) and the traffic may be malicious (e.g. as part of a denial-of-service attack).
- 3.8 We grant you a non-exclusive, non-transferable, revocable licence to use the Static IP Address for the sole purpose of using the IP Address with your Internet Only Service. We reserve all other rights in the IP Address.
- 3.9 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.
- 3.10 If you are migrating from another service provider or otherwise have an existing dynamic IP Address, your IP Address will change upon assignment of the Static IP Address. It is your responsibility to update your existing network configurations to take into account your new IP Address.

PART B: INSTALLING YOUR SERVICE

4 INSTALLING AN INTERNET ONLY SERVICE

Installation of the service

- 4.1 When you sign up for an Internet Only Service, the default installation option is self-installation.

5 INSTALLING SERVICES ON THE NBN NETWORK

When this clause applies

- 5.1 If your Internet Only Service is provided over the nbn network, then this clause applies.

Telstra Standard Terms

Internet Only Service Terms



Taking up a service on the nbn network

- 5.2 If you take up an Internet Only 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.
- 5.3 For nbn Services supplied over the nbn Fixed Wireless Network, nbn co will undertake a radio signal survey to confirm whether you can receive the nbn Service.

Disclosure of information to nbn co

- 5.4 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

- 5.5 If you need nbn equipment installed, we can arrange for nbn co to install the nbn equipment at your premises.
- 5.6 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.
- 5.7 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.
- 5.8 If you're taking up an Internet Only 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.

Location of the nbn connection box

- 5.9 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

Telstra Standard Terms

Internet Only Service Terms



within 3 metres (unobstructed) of the nbn connection box.

Services using HFC technology

- 5.10 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

- 5.11 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.
- 5.12 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.
- 5.13 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.

6 INSTALLING SERVICES ON THE OPTICOMM ACCESS NETWORK

When this clause applies

- 6.1 If your Internet Only Service is provided over the Opticomm access network, then this clause applies.

Disclosure of information to Opticomm

- 6.2 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

- 6.3 If you need Opticomm supplied equipment installed, we can arrange for Opticomm to install the equipment at your premises.
- 6.4 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.
- 6.5 You must provide us and Opticomm reasonable assistance to enable us and Opticomm to

Telstra Standard Terms

Internet Only Service Terms



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

6.6 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

- 6.7 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.
- 6.8 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.

PART C: USING YOUR SERVICE

7 GENERAL

Equipment used with your Internet Only Service

- 7.1 All cabling and equipment on your side of the Network Boundary Point is your responsibility, and if we provide you with or sell you equipment, responsibility for loss and damage to the equipment passes to you when it is delivered to your premises.
- 7.2 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

Telstra Standard Terms

Internet Only Service Terms



it.

7.3 You must:

- (a) ensure that the networks, systems, equipment and facilities you use are compatible with the Internet Only Service, and comply with and are used in accordance with any relevant legal requirements;
- (b) not use the Internet Only 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 Internet Only Service in compliance with any relevant legal requirements.

Maintenance of equipment

7.4 If you get equipment from us or any new Telstra branded equipment from our authorised dealers as part of your Internet Only 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.

7.5 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.

7.6 Subject to clause 7.8, we are only responsible under our voluntary warranty for servicing and maintaining the equipment under clause 7.4 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 Internet Only Service.

7.7 Also, subject to clause 7.8, we are not responsible for servicing and maintaining the equipment under clause 7.4 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;

Telstra Standard Terms

Internet Only Service Terms



- (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.

7.8 These maintenance terms:

- (a) no longer apply if your Internet Only 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

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

7.10 Except for changes to a Standard Voice and Internet Service, if the standard price of your new plan is the same price or more expensive than the standard price of your current plan, then you'll receive the new plan inclusions straight away, and the new monthly charge will apply from the next charging date/period. If the standard price of your new plan is cheaper than the standard price of 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. If you change to Standard Voice and Internet Service, your Internet Only Service will be cancelled and then you'll receive the new plan inclusions once your new order is complete.

Moving your Internet Only Service

- 7.11 At your request, we may move an Internet Only 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.
- 7.12 If you would like to move your Internet Only 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.
- 7.13 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

7.14 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.

Faults and Maintenance

7.15 You can use our technical support services for genuine problems with your Internet Only Service.

Telstra Standard Terms Internet Only Service Terms



- 7.16 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.
- 7.17 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:
- (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:
 - (c) 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;
 - (d) you still ask us to visit your premises; and
 - (e) upon visiting your premises, we confirm that there is no fault or that we did not cause the fault.

8 USING SERVICES ON THE NBN NETWORK

When this clause applies

- 8.1 If your Internet Only Service is provided over the nbn network, then this clause applies.

Acknowledgements regarding services on the nbn network

- 8.2 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

- 8.3 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 Internet Only 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.

Telstra Standard Terms

Internet Only Service Terms



Providing assistance and complying with directions

- 8.4 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).
- 8.5 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.

Additional acceptable use policy for services on the nbn network

- 8.6 The following applies for Internet Only Services on the nbn network in addition to our Acceptable Use Policy set out in the General Terms.
- 8.7 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).
- 8.8 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:
 - (c) accessing material or data or logging in to a server or account unlawfully;
 - (d) 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;
 - (e) probing, scanning or testing the vulnerability of a system or network; or breaching the security or authentication measures for a service or network;
 - (f) not using your service to support:
 - (g) 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
 - (h) connections for the purpose of providing or enabling carrier or service provider interconnection;

Telstra Standard Terms Internet Only Service Terms



- (i) 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.

8.9 In addition, you must not use your Internet Only Service, attempt to use your service or allow your Internet Only 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 or another person on the nbn network.

Rearranging, modifying, removing or repairing nbn equipment

8.10 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

8.11 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

8.12 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.

Additional rights to change nbn plans

8.13 In addition to our rights as set out in the General Terms, if your nbn service is supplied over the nbn FTTN Network, nbn FTTB Network or nbn FTTC Network we may move you to the next lowest NBN speed tier plan if:

- (a) MAS data shows that the nbn connection at your address does not support the download and upload speeds of your current plan; and

Telstra Standard Terms

Internet Only Service Terms



- (b) we reasonably believe that you are not receiving any speed benefit by remaining on your current plan relative to the next lowest speed tier plan.

8.14 We will tell you of the plan change at least 30 days before. If you wish to remain on your current plan, you will need to contact us.

9 USING SERVICES ON THE OPTICOMM ACCESS NETWORK

When this clause applies

9.1 If your Internet Only Service is provided over the Opticomm access network, then this clause applies.

Acknowledgements regarding services on the Opticomm access network

9.2 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.

Power requirements

9.3 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 Internet Only 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

- 9.4 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).
- 9.5 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.
- 9.6 In using the Internet Only Service, you must comply with any reasonable directions of Opticomm.

Telstra Standard Terms

Internet Only Service Terms



Acceptable use of services on the Opticomm access network

- 9.7 The following applies for Internet Only Services on the Opticomm access network in addition to our Acceptable Use Policy set out in the General Terms.
- 9.8 You must comply with the Opticomm Acceptable Use Policy located at <https://www.opticomm.com.au/legal/>
- 9.9 You must not use the Internet Only 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

- 9.10 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 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 Internet Only Services on the Opticomm access network

- 9.11 In addition to our rights as set out in the General Terms, we may suspend or terminate your Internet Only 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 Internet Only 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.

Telstra Standard Terms

Internet Only Service Terms



9.12 On termination of your Internet Only 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.

PART D: DEFINITIONS

10 SPECIAL MEANINGS

10.1 The following words have the following special meanings:

- (a) **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.
- (b) **Business Customer** has the meaning given in the General Terms.
- (c) **Consumer Customer** has the meaning given in the General Terms.
- (d) **Customer Service Guarantee Standard** means Telecommunications (Customer Service Guarantee) Standard 2011.
- (e) **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.
- (f) **MAS** means maximum attainable speed. Nbn co provides MAS data about each FTTN/B/C service. The maximum attainable speed is the highest internet speed that can be delivered to each customer given the current technical capability of their nbn connection.
- (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

Telstra Standard Terms Internet Only Service Terms



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.
- (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;
 - (v) the first phone point on the line after building entry or your side of the user 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.

Telstra Standard Terms Internet Only Service Terms



- (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) **Premises** means the location at which you intend to use the Service.
- (aa) **remote areas, rural areas and urban areas** have the respective meanings given in our Policy Statement.
- (bb) **Subsequent Installation** means any subsequent installation at a Premises after the initial standard or non-standard installation.
- (cc) **Standard Voice Service** means a Standard Telephone Service as defined in the *Telecommunications (Consumer Protection and Service Standards) Act 1999*.
- (dd) **Telstra Modem** means a Telstra smart modem or successor modem that Telstra offers for sale with Internet Only Services.
- (ee) **Wholesale Broadband Agreement** means our Wholesale Broadband Agreement with nbn co for the **supply** of the nbn components of nbn Services.