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1 About this Part

- 1.1 This is the Telstra Air section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms apply. For home and family customers these terms can be found at http://www.telstra.com.au/customer-terms/home-family/?red=/customerterms/home_family.htm; and for business and government customers at 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 section, then the Telstra Air 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.

2 What is Telstra Air?

What is Telstra Air?

- 2.1 Our Telstra Air service enables eligible customers to access:
 - (a) Telstra's network of Telstra Air Wi-Fi hotspots in Australia; and/or
 - (b) Fon Wi-Fi hotspots overseas through an agreement between us and Fon Wireless Limited ("**Fon**")

in accordance with the terms set out in this Telstra Air section of Our Customer Terms.

Availability

- 2.2 We will determine (and may change from time to time):
- (a) the amount of bandwidth allocated to each user of a Telstra Air Wi-Fi hotspot;
 - (b) the number of users who are able to concurrently access a particular Telstra Air Wi-Fi hotspot;
 - (b) the number of concurrent devices a user can connect to a particular Telstra Air Wi-Fi hotspot; and
 - (c) whether a user can concurrently connect to more than one Telstra Air Wi-Fi hotspot.
- 2.3 Fon (or its partners) will determine (and may change from time to time):
- (a) the amount of bandwidth allocated to each user of a Fon Wi-Fi hotspot;
 - (b) the number of users who are able to concurrently access a particular Fon Wi-Fi hotspot; and
 - (b) the number of concurrent devices a user can connect to a particular Fon Wi-Fi hotspot.
- 2.4 If your offer includes access to the Fon Wi-Fi hotspots overseas, you will only be able to access one Fon Wi-Fi hotspot at a time.
- 2.5 We may, in our sole discretion, limit or block certain websites or content.
- 2.6 You may be disconnected from the Telstra Air Network[®] after periods of inactivity or long periods of continuous connection. If your offer enables you to continue to access the Telstra Air Network, you will be able to reconnect.

Security

- 2.7 The Telstra Air Network is an open public Wi-Fi network. You should not use the Telstra Air Network or Fon Wi-Fi hotspots to send or receive sensitive personal information or to carry out activities like Internet banking.
- 2.8 You are responsible for any information or data uploaded, downloaded or otherwise communicated via the Telstra Air service and you are responsible for keeping all usernames, passwords and other security-based information secure and private. You should protect your device against unwanted traffic or downloads, including by maintaining up-to-date anti-virus software.

3 Limits of the service

- 3.1 Subject to clause 3.2 below, there are certain things that, despite our best efforts, we cannot guarantee or provide in relation to your Telstra Air service. These things include those set out in this clause 3. These terms do not affect your rights under consumer protection laws.
- 3.2 We will use due care and skill in providing your service in accordance with Our Customer Terms. There may also be other non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws (such as the Competition & Consumer Act 2010 and State and Territory Fair Trading Acts) that cannot be excluded which may apply to goods or services we supply to consumers, including that services be fit for their purpose. However, given the nature of telecommunications systems and Wi-Fi networks, we cannot promise that you will be able to access a Telstra Air Wi-Fi hotspot or Fon Wi-Fi hotspot at any given time or that your service will be fault free.
- 3.3 The Telstra Air service is not available if you are a Telstra wholesale customer or an end user of a Telstra wholesale customer.
- 3.4 We are not responsible for any loss caused by equipment provided by someone other than us.
- 3.5 We may not be able to provide detailed information about your usage of the service (for example, information about what sites were visited and when).
- 3.6 We may monitor your use of the service to see whether you are complying with the acceptable use policy as set out in section 4 of this Part or to investigate a breach (or suspected breach) of that policy. However, we are not under any obligation to enforce the acceptable use policy or any other policy that applies to anyone using services that we provide to them.

4 Acceptable use policy

- 4.1 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.

5 Your obligations

- 5.1 You must:
- (a) keep your account information, password, data and equipment secure;
 - (b) regularly check the default email address that we have allocated to you for messages about the Telstra Air service; and

- (c) comply with our reasonable directions that are necessary for us to provide the service to you.

6 Telstra Air Membership – share your home broadband bandwidth to get access to other Telstra Air hotspots

Eligibility

- 6.1 To become a Telstra Air member you need to be a consumer customer with an eligible Telstra home broadband service connected to a compatible Telstra Home Network Gateway. You also need to have a 13 digit account number.
- 6.2 Eligible Telstra home broadband services are consumer ADSL, Cable and nbn broadband services. BigPond Velocity and Satellite services are ineligible.
- 6.3 Compatible Home Network Gateways include the Telstra Gateway Frontier™, Telstra Gateway Max™, Telstra Gateway Max 2™, T-Gateway® and ADSL Premium Gateway. For a full list of compatible gateways, visit telstra.com/air.

What is Telstra Air membership?

- 6.4 Subject to clause 3, Telstra Air membership enables members to access Telstra Air Wi-Fi hotspots in Australia and Fon Wi-Fi hotspots overseas.
- 6.5 As a Telstra Air member your compatible Home Network Gateway shares a portion of your home broadband bandwidth to create a Wi-Fi hotspot. To do this, your Home Network Gateway will broadcast separate signals (known as Service Set Identifiers or "SSIDs") in addition to the signal for your private home network. Telstra Locator tags and other compatible Wi-Fi devices may also use the shared portion of your home broadband bandwidth.
- 6.6 Telstra Air and Fon coverage maps will indicate the location of your Telstra Air hotspot.
- 6.7 There may be an impact to the broadband speeds of your eligible Telstra home broadband service if you are using the service at the same time as a hotspot user.
- 6.8 We may establish rules which prevent your Home Network Gateway from broadcasting a Wi-Fi hotspot and reporting observed Telstra Locator tags and other compatible Wi-Fi devices where the download line speeds into your home fall below a level determined by us. If we prevent your Home Network Gateway from broadcasting a hotspot in accordance with these rules, your Telstra Air membership will be unaffected and you will be able to access the Telstra Air Network and Fon Wi-Fi hotspots overseas.

Charges

- 6.9 There is no separate joining fee to become a Telstra Air member.

Incompatibilities

- 6.10 The Telstra Broadband Protect Network Protection and Parental Controls features will not be available at Telstra Air or Fon hotspots.

Deactivation, Cancellation and Suspension

- 6.11 Your Telstra Air membership is provided on a casual basis and you can deactivate your membership once per month by telling us. If you meet the eligibility requirements set out in clause 6.1 you can reactivate your Telstra Air membership once per month.
- 6.12 If you no longer meet the eligibility requirements in clause 6.1, we may cancel your Telstra Air membership. This includes if you change your Telstra Air compatible Home Network Gateway to a non-compatible gateway or if your compatible Home Network Gateway has not been connected to your eligible Telstra home broadband service for more than 30 days.
- 6.13 We may suspend or cancel your Telstra Air membership in accordance with our General Terms referred to in clause 1.2 and our **Acceptable Use Policy** referred to in clause 4.

7 Telstra Air customers – non-members

Eligibility

- 7.1 To become a Telstra Air non-member customer you need to have:
- (a) an active Telstra mobile service;
 - (b) an active, eligible Telstra mobile broadband service; or
 - (c) a Telstra Air guest pass.
- 7.2 BigPond and Satellite mobile broadband services are not eligible.

What do you get as a Telstra Air non-member customer?

- 7.3 Subject to clause 3, we enable Telstra Air non-member customers to access Telstra Air Wi-Fi hotspots in Australia and Fon Wi-Fi hotspots overseas.

Cancellation and Suspension

- 7.4 We may suspend or cancel your Telstra Air service in accordance with our General Terms referred to in clause 1.2 and our **Acceptable Use Policy** referred to in clause 4.

8 Your Privacy

- 8.1 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

- 8.2 When you access a Telstra Air Wi-Fi hotspot, we may collect information regarding your web browser, device and operating system to determine the most effective way to display the requested webpage or content on your device. We will also collect and store the IP and MAC addresses of your device, and some non-personal information about your use of the Telstra Air service. This information helps us improve the service.
- 8.3 When you use the Telstra Air app, we may collect additional information that will be notified to you within the app.