

### Part H – Telstra Game Optimiser

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#### Contents

Click on the section that you are interested in.

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<b>1</b>	<b>About this Part</b>	<b>2</b>
<b>2</b>	<b>Eligibility</b>	<b>2</b>
<b>3</b>	<b>Licence conditions and use of software</b>	<b>2</b>
<b>4</b>	<b>Using Telstra Game Optimiser</b>	<b>4</b>
<b>5</b>	<b>Cancellation and moving premises</b>	<b>4</b>
<b>6</b>	<b>Service limitations</b>	<b>4</b>
<b>7</b>	<b>Pricing</b>	<b>5</b>

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### Part H – Telstra Game Optimiser

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#### 1 About this Part

- 1.1 This is part of the Home Broadband Plans section of Our Customer Terms and relates to the subscription service known as Telstra Game Optimiser. The Telstra Game Optimiser service is delivered via software on your Telstra Smart Modem.

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#### 2 Eligibility

##### Who is eligible for the Telstra Game Optimiser subscription service?

- 2.1 To be eligible for the Telstra Game Optimiser subscription service:
- (a) you must be an existing Telstra Home Internet customer;
  - (b) your Telstra Home Internet service must be connected and supplied over the nbn™ network (excluding nbn Basic speed plans and Fixed Wireless access types); and
  - (c) you must have a Telstra Smart Modem Gen 2.0 (or other eligible Telstra modem that we advise from time to time).
- 2.2 There is a limit of one Telstra Game Optimiser subscription per Telstra nbn plan.
- 2.3 There are also eligibility criteria for the initial open beta. See section 6.2 below.

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#### 3 Licence conditions and use of software

- 3.1 We grant to you a revocable non-exclusive, non-transferable licence to use the Telstra Game Optimiser software installed on the Telstra Smart Modem (**GO Software**) in connection with the Telstra Games Optimiser service and in accordance with:

- (a) the Documentation; and
- (b) for non-commercial purposes; and
- (c) and our reasonable directions from time to time,

**(Permitted Use).** For the avoidance of doubt, the Telstra Game Optimiser service should not be used or relied upon for professional competitive gaming. No other rights whatsoever are granted to you in relation to the GO Software. In this section, “**Documentation**” has the meaning:

- (i) the Telstra Game Optimiser pages of Telstra.com.au; and
- (ii) the Telstra Game Optimiser user guide as supplied (and updated from time to time) by Telstra.

- 3.2 If we supply the GO Software to you, you must:

- (a) not sub-licence, assign, share, sell, lease or otherwise transfer any right to use it to someone else;

### Part H – Telstra Game Optimiser

- (b) not copy (other than making one copy for archival or backup purposes), translate, adapt, modify, alter, de-compile, disassemble, or reverse-engineer, create any derivative work of, merge the GO Software with any other Software, or change the GO Software in whole or in part, except as permitted under the Copyright Act 1968 (Cth); and
  - (c) not alter or remove any copyright or other intellectual property notifications applied to the GO Software.
- 3.3 The integrity of the GO Software is protected by technical protection measures so that the intellectual property rights, including copyright, in the GO Software are not misappropriated. You must not:
  - (a) remove or circumvent any such technical protection measures;
  - (b) have in your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such technical protection measures.
- 3.4 Subject to your statutory rights, the GO Software is provided “as is” and may contain undiscovered defects, error and bugs. We may provide you with updates and bug fixes, from time to time, as we deem appropriate.
- 3.5 You acknowledge and agree that the Telstra Smart Modem and the GO Software makes use of software owned or developed by third party licensors, including open source software, which GO Software makes use of (**Third Party Software**) which is subject to separate licence terms and which is provided without warranty and to the extent permitted by law, we exclude liability for any claims arising from such Third Party Software. Details of the Third Party Software and terms of use are available at [www.netduma.com/opensource](http://www.netduma.com/opensource) .
- 3.6 Reasonable steps have been taken to ensure that the GO Software we provide will be free of interruptions, failures or malfunctions caused by viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs. However, to the extent permitted by law, we cannot take responsibility for the Third Party Software used in connection with our GO Software or for any loss or damage caused by the use of the GO Software by you or those you allow to use it.
- 3.7 To the extent permitted by law, you agree that you will have no right against us in respect of any defect or failure of the GO Software:
  - (a) if the defect or fault results from you having amended or made any changes the GO Software (or any Third Party Software) or are due to you having removed the GO Software or any other software or component from the Telstra Smart Modem or have installed any other software on the Telstra Smart Modem;
  - (b) if the defect or fault in the GO Software results from you having used the GO Software except for a Permitted Use; or
  - (c) if a defect or fault in the GO Software results from you having used the GO Software other than for a Permitted Use, then you use the GO Software at your

### Part H – Telstra Game Optimiser

own risk and we cannot accept responsibility for any incompatibility with any devices and equipment you use it with or the failure of the Telstra Smart Modem or the GO Software to function with all the software applications, including online games, you wish to use it with.

- 3.8 We do not warrant or guarantee that the GO Software will be compatible or function with all online games. The Telstra Smart Modem or the GO Software must not be used in hazardous environments as it is not fault tolerant and it should not be used in any circumstances where a failure could lead to death, personal injury or physical damage to property or other items of equipment.

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#### 4 Using Telstra Game Optimiser

- 4.1 You can activate and manage your Telstra Game Optimiser subscription via your My Telstra account.
- 4.2 You can manage the features of Telstra Game Optimiser on desktop or via a mobile app DumaOS (when available). To manage features on a desktop computer, you will need to access your Telstra Smart Modem web interface at <http://mymodem/>.
- 4.3 To manage the features of Telstra Game Optimiser via mobile app you will need to download and use the DumaOS on a compatible iOS or Android device from their respective app stores. If you choose to use the app to control the Telstra Game Optimiser service, you will need to agree to the Duma OS App's Terms of Use. Data charges may apply to download and use the app.
- 4.4 When using either the web interface or mobile app you will need to use your Telstra Smart Modem credentials to login. These details are found at the base of your modem.
- 4.5 If you disconnect or turn off your eligible Telstra Smart Modem, you will not be able to use the Telstra Game Optimiser features until you reconnect an eligible modem.

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#### 5 Cancellation and moving premises

- 5.1 You can cancel your Telstra Game Optimiser subscription anytime via your My Telstra account.
- 5.2 When you cancel your subscription will cease and you be reimbursed for the remainder of the bill cycle on your next bill.
- 5.3 If you cancel your Telstra nbn Plan associated with your Telstra Game Optimiser subscription, your Telstra Game Optimiser subscription will be automatically cancelled.
- 5.4 If you move premises and you are able to remain connected to a Telstra nbn Plan at the new location, your Telstra Game Optimiser subscription will continue. If however the new location does not support a Telstra nbn Plan type, your Telstra Game Optimiser subscription will be disconnected.

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#### 6 Service limitations

- 6.1 Telstra Game Optimiser allows you to prioritise selected device and internet traffic on your home internet network and does not guarantee:

### Part H – Telstra Game Optimiser

- (a) any minimum internet speeds; or
- (b) reduced internet latency.

#### 6.2 Beta Trial

The Telstra Game Optimiser service is launching with a public beta trial from as early as the 22 September 2020 and is expected to run to 9<sup>th</sup> November 2020. If you subscribe during the public beta trial, your subscription will begin to be charged after the expiry of the public beta trial and any promotional trial period on offer when you signed up. To avoid being charged you will need to cancel your subscription before the end of the public beta trial or any other promotional trial period (if one is applicable). Beta trial participants will need a modem serial number beginning with CP.

#### 6.3 Re-activation

If you have previously had a Telstra Game Optimiser subscription, charging will commence immediately upon re-activation of Telstra Game Optimiser in your My Telstra account.

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### 7 Pricing

- 7.1 The Telstra Game Optimiser is available as a monthly subscription in addition to your nbn plan charges.
- 7.2 The applicable monthly price for your subscription is the price set out in your Critical Information Summary (CIS) for the Telstra Game Optimiser that you received when you first subscribed to Telstra Game Optimiser or as notified to you in accordance with the Telstra's Our Customer Terms.