Trial participation terms

Customer trial 2018 - Telstra nbn™ FTTC service for business

Thanks for your interest in assisting us to trial our nbn fibre-to-the-curb (FTTC) service at your premises. The results of this program will help us to deliver a brilliant product and an exceptional customer experience as the nbn FTTC service becomes more widely available to customers in Australia.

As a trial participant you will need to purchase an XL DOT (Digital Office Technology)® Core Plan ("**Telstra Business Bundle XL**"). There are separate customer terms for that Telstra Business Bundle XL which also apply and are unaffected by your participation in this trial except as specified below.

To participate in this trial, you first need to agree to these trial participation terms.

About you

- 1. You have a reasonable expectation that you will remain in your current premises for the next six months.
- 2. You must own your premises or have the permission of the owner to allow nbn co and Telstra technicians to install the FTTC service.
- 3. You must be the account holder of the Telstra Business Bundle XL that you will be using for the trial.

4. Important:

- a. You must not have a medical alert service, a back to base alarm or a lift phone that rely on your existing phone line to work.
- b. You acknowledge that with an FTTC service, as for other nbn services, you will not be able to use your phone and internet service at all when there is no power to your modem. This means that in the event of a power outage you won't be able to make or receive phone calls, including calls to emergency '000' services. We recommend having a mobile phone available for seeking emergency assistance during a power outage. Please note that some existing voice features may not be available on nbn services, including FTTC.
- c. Telstra's decision as to whether or not to select you for participation will be based on our selection criteria, but will ultimately be at our sole discretion.

Your bundle contract

5. You will be required to purchase an XL DOT (Digital Office Technology)® Core Plan on a 24-month contract (subject to your option to terminate at the end of the trial in accordance with clause 25 below). You can find a summary of the key terms and

inclusions here:

[https://www.telstra.com.au/content/dam/tcom/personal/help/pdf/cis-business/bundles/business-critical-information-summary-dot-core.pdf].

Our recognition of your participation

- 6. During the trial we will apply a monthly credit to your bill, annotated as 'Telstra nbn FTTC Trial Credit', for the amount of the monthly subscription fee for your Telstra Business Bundle XL.
- 7. You must pay all other fees and charges due under the separate customer terms for the bundle and other Telstra services on your account.
- 8. If you are new to Telstra, we will waive any activation fees that usually apply to new customers.

Installation and equipment

- 9. We will install the FTTC service at no charge to you.
- 10. To enable us to provide the FTTC service, you will need the following nbn equipment:
 - a. an nbn connection box
 - b. a telephone outlet
 - c. an nbn utility box and lead in cable (overhead or underground).
- 11. An nbn co technician may attend your premises to install all or some of this equipment depending on what equipment may already be installed. The nbn technician may also need to do some work between the street and your premises.
- 12. Once the nbn equipment is installed and ready, we will provide you with a standard Telstra Professional Installation free of charge to get you connected to our FTTC service.
- 13. Please let us know if you want your existing telephone outlets to continue to work after your move to nbn FTTC and we will rewire as needed as part of the Telstra Professional Installation. Otherwise, your phones can simply connect to your Telstra Business Smart Modem. Please note that under either option in the event of a power outage, you will lose phone and internet connectivity, as mentioned above.
- 14. To use the service, you will need a Telstra Business Smart Modem[™] (formerly Telstra Gateway Pro[™]) that is compatible with FTTC. If you do not have one, we will provide one at no cost.

Service performance

15. Please be aware that while we will endeavour to provide you with an excellent FTTC customer experience, it is in the nature of a trial service that not everything will work perfectly and the service may be subject to more frequent disruption than other

- services. In recognition of this, we will provide technical support that you can contact 24/7.
- 16. FTTC is a new service and during the trial we will not know what speeds your premises is capable of receiving. You can find out more about speeds at https://www.telstra.com.au/broadband/nbn/nbn-speeds-explained.

Your feedback is important

- 17. As part of the trial, we will ask you to provide us with feedback about your experience and may also request your help in testing our product features. We may also ask if one of our representatives can attend the Telstra Professional Installation to observe and ask for your feedback.
- 18. You must promptly report any faults or issues with your service to us and provide all reasonable assistance to help us test the services and gather your feedback.

Data and confidentiality

- 19. Telstra owns the data that we collect from your participation in this program and it will not be disclosed to you unless we choose to share it. The data will not be made public or disclosed to third parties in a way that can identify you unless we seek and obtain your permission to disclose your identity beforehand. Please note that any personal information collected, used and disclosed under this trial will be in accordance with our Privacy Statement (available at www.telstra.com.au/privacy/privacy-statement.html).
- 20. You must keep confidential the existence of this program and any information you receive before, during and after your participation.

Period of your participation

- 21. Your participation will be deemed to end if your Telstra service is suspended for more than 7 days or terminated.
- 22. You must give us 30 days' written notice if you decide to end your participation or if you become aware that you will be moving premises.
- 23. Telstra may at its discretion discontinue the trial or terminate your participation at any time. We will give you 30 days' written notice where possible.

When your participation ends

- 24. Within 30 business days of the end of your participation you must choose one of the following options:
 - (a) Continue the Telstra Business Bundle XL service on FTTC under standard customer terms, with no further credits or waiver of charges. Your contract start date will be the date you purchased the relevant service when you joined this trial. Important: If you do nothing then this is the option we will apply.

- (b) Change to a different eligible Telstra business broadband service on FTTC under the standard terms for the service with no further credits or waiver of charges. We will waive any charges that would usually apply to a change of product. Your contract start date for the new service will be the date you changed to the relevant service at the end of this trial.
- (c) Cancel your Telstra Business Bundle XL service on FTTC. We will waive any early termination charges that would usually apply.

These trial participation terms are dated 5 April 2018