

## Internet Direct and Business Broadband section

### Part B – Other features and services

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Liability

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## Internet Direct and Business Broadband section

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Certain words are used with the specific meanings set out in Part A – General of the Internet Direct and Business Broadband section and in the General Terms of Our Customer Terms.

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#### 1 About this Part

- 1.1 This is Part B of the Internet Direct and Business Broadband section of Our Customer Terms. Provisions in other parts of the Internet Direct and Business Broadband section, as well as in the General Terms of Our Customer Terms, may apply.

See clause 1 of [the General Terms of Our Customer Terms](#) for more detail on how the various sections of Our Customer Terms should be read together.

See clause 1 of [Part A – General of the Internet Direct and Business Broadband section](#) for more detail on how the various parts of the Internet Direct and Business Broadband section should be read together.

- 1.2 This Part B - Other features and services of the Internet Direct and Business Broadband section of Our Customer Terms applies in respect of services acquired under this section prior to 1 July 2009. For services acquired on and from 1 July 2009, the Internet Solutions section of Our Customer Terms applies.

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#### 2 Optional features

##### Requesting additional features

- 2.1 You can ask for any of these optional features or the Exchange Mail feature by completing the relevant application form and sending it to us. Charges apply for some of these optional features.

##### Business Mail

- 2.2 Business Mail is only available if you had it on 1 October 2004 and have not cancelled it since that date. The Business Mail offering in [Part C of the Internet Direct and Business Broadband section](#) of Our Customer Terms is a different offering to this Business Mail.

You can get more information about Business Mail by visiting [the Internet Direct page on our website](#) or by calling Telstra BigPond on 13 12 82.

- 2.3 The optional Business Mail feature lets you use our BigPond Business mail server to send and receive email using the POP3 and SMTP protocols, using your own domain name.

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- 2.4 When you choose a Business Mail plan, it will specify a maximum number of email addresses you can have on that plan.
- 2.5 We provide you with email software to let you send and receive email using the POP3 and SMTP protocols. Your use of the software is subject to the terms in the software's licence agreement.
- 2.6 If you have your own mail server, you must not use Business Mail only or mostly to relay outgoing email.
- 2.7 We can discard or delete any email sent to your SMTP server (without telling you or the person who sent it) if:
- (a) it is bigger than 10MB (including any attachments);
  - (b) it is bigger than 30MB (including any attachments) when multiplied by the number of recipients of the message on our BigPond Business mail server; or
  - (c) there are more than 15MB of messages (including any attachments) in the mailbox to which it is addressed.
- 2.8 We can also discard or delete any email sent to you (without telling you or the person who sent it) if it is still on the server 90 days after it was first received on the server (whether or not it has been read).
- 2.9 Internet Direct includes a Domain Name System (DNS) Resolver that provides DNS lookup functionality. You must configure your Internet Direct service to use this functionality.
- 2.10 You cannot use a domain name with Business Mail that we reasonably find unacceptable.
- 2.11 Any email you receive as part of Business Mail counts as traffic for your Internet Direct service.
- 2.12 You or we can cancel the Business Mail feature by telling the other in writing one month beforehand.

#### **Internet Direct Secondary MX mail server**

- 2.13 You can apply for our optional Internet Direct Secondary MX mail server service. This provides a back-up if your primary SMTP mail server fails.
- 2.14 This is only intended to be a temporary service, to provide redundancy if there is a

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problem with your primary server.

- 2.15 You cannot use the Internet Direct Secondary MX mail server service with Exchange Mail.

#### **Border Gateway Protocol (BGP)**

- 2.16 You can ask to use Border Gateway Protocol when you apply for Internet Direct or by via the [CustData web page](#).

You can get more information about Border Gateway Protocol on [the Internet Direct page on our website](#).

#### **IP Addresses**

- 2.17 We do not have to supply you any IP addresses as part of Internet Direct. We only supply non-portable IP addresses to you if your only Internet access is through your Internet Direct service.

- 2.18 We grant you a non-exclusive, non-transferable licence to use any IP addresses we provide only for using your equipment and equipment we supply you to access one of our points of presence.

- 2.19 We can cancel this licence by telling you in writing if:

- (a) you breach the licence;
- (b) you do not pay any charges to us when they are due; or
- (c) we stop providing you with the service the licence related to.

- 2.20 If your Internet Direct service is cancelled, the licence is also immediately cancelled.

- 2.21 When the licence is cancelled, you have to stop using the licensed IP addresses immediately and remove them from all software and hardware devices in your equipment.

#### **IP addresses you supply**

- 2.22 If we do not provide you with IP addresses, we can require you to provide us IP addresses from within a certain block before we provide Internet Direct to you.

- 2.23 If you advertise IP addresses that we do not provide, we can ask the registered owner of those IP addresses for written permission to route those IP addresses on your behalf. If we do not get permission, we can refuse to route those IP addresses

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through our Internet access network.

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### 3 Exchange Mail

#### What is Exchange Mail?

- 3.1 Exchange Mail is not available to new customers from 9 February 2018. Existing customers can continue to use Exchange Mail until further notice. Exchange mail is an e-mail platform based on Microsoft Exchange.
- 3.2 The terms and conditions that apply to the provision of Exchange Mail are set out in:
- (a) [Part B Information Storage and Managed Security of the Hosting section of Our Customer Terms](#) if you signed up to Exchange Mail prior to 29 February 2008; or
  - (b) the [Managed ICT Services section](#) of Our Customer Terms if you signed up to Exchange Mail on or after 29 February 2008.

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### 4 Internet Direct Premium Packages

#### Terms

- 4.1 If you apply for an Internet Direct Premium Package, and we accept your application:
- (a) we supply your Internet Direct service on the terms in the Internet Direct and Business Broadband section of Our Customer Terms, as modified by this clause; and
  - (b) we supply your connecting carriage service on the terms in the applicable section of Our Customer Terms for that service, as modified by this clause.
- 4.2 In particular, the charges set out elsewhere in this section of Our Customer Terms apply to your Internet Direct Premium Package, except for access port connection charges, monthly charges and administrative charges (which are set out in this clause for your Internet Direct Premium Package). Backchannel charges do not apply if you choose an unlimited traffic allowance.
- 4.3 Also, the charges set out in other sections of Our Customer Terms apply to your connecting carriage service except:

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- (a) for Megalink or Business DSL, the network connection and monthly charges;
- (b) for ATM Access or ATM PVC Only, the network connection, monthly interface, monthly VBR-NRT PVC service, monthly VBR-RT PVC service and monthly CBR PVC service charges (but any additional network extension, property extension and service extension charges still apply);

ATM Access consists of two ATM Interfaces (one located at your premises and one located at our point of presence) and one PVC.

ATM PVC Only consists of one PVC being a virtual link between your interface and our point of presence.

- (c) for Ethernet MAN, standard network connection, monthly access and bandwidth-on-demand change charges (but any additional charges still apply where we have to install additional infrastructure to provide Ethernet MAN to you).

- 4.4 If you take extra connecting carriage services or Internet Direct services as well as those provided as part of your Internet Direct Premium Package, they are not treated as being part of your Internet Direct Premium Package. You take those extra services separately under the terms that apply to them elsewhere in this section or another section of Our Customer Terms.

#### **Breach**

- 4.5 If you do not comply with the special terms in this clause, we can charge you all our standard charges under Our Customer Terms for the Internet Direct service and the connecting carriage service. In that case, we will charge you for Internet Direct according to the tiered pricing option with the minimum allowed traffic allowance for your connecting carriage service, unless you choose a higher traffic allowance.

#### **Availability**

- 4.6 You are not eligible to take an Internet Direct Premium Package if you already have the connecting carriage service or Internet Direct service under a contract with non-standard pricing.
- 4.7 If you wish to take ATM PVC Only as the connecting carriage service for your Internet Direct Premium Package, you must also get an interface from us under [the ATM section of Our Customer Terms](#).
- 4.8 Our ATM Access service includes one PVC (permanent virtual circuit) at the requested speed. If you nominate ATM Access as the connecting carriage service for your Internet Direct Premium Package, you cannot add extra PVCs to your

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Internet Direct Premium Package. If you need more than one PVC, you have to get an interface from us separately under the ATM section of Our Customer Terms.

Interfaces are described in [the ATM section of Our Customer Terms](#).

- 4.9 If you take our ATM Access service or our ATM PVC Only service as your connecting carriage service, it can only be used for your Internet Direct Premium Package.

#### **Minimum term**

- 4.10 The standard minimum commitment of 12 months applies. You can take your Internet Direct Premium Package for a longer minimum period you nominate when you apply.
- 4.11 After the end of your minimum term, we continue providing the Internet Direct Premium Package to you until it is cancelled.
- 4.12 Your Internet Direct Premium Package is automatically cancelled if you cancel the Internet Direct service or the connecting carriage service.
- 4.13 If your Internet Direct service is cancelled, the special provisions in this clause no longer apply. We keep supplying the connecting carriage service to you on the standard terms in the applicable section of Our Customer Terms.

#### **Cancelling your Internet Direct Premium Package**

- 4.14 In addition to any other rights of cancellation we may have, we may cancel your Internet Direct Premium Package at any time after the minimum term by telling you in writing one month beforehand.
- 4.15 You can cancel your Internet Direct Premium Package by telling us in writing 30 days beforehand.
- 4.16 If your Internet Direct Premium Package is cancelled before the end of the first 12 months, we charge you an early termination charge. This is up to 65% of the monthly charges for your Internet Direct Premium Package that would have been payable for the remainder of the first 12 months. (This does not apply where we cancel your service when you are not in breach or where you cancel your service because we are in breach.) This amount is a genuine pre-estimate of our loss.

Where your connecting carriage service is Ethernet MAN, we base this calculation on the monthly charge that applies to the minimum link bandwidth (ie, 4 Mbit/s) for your coverage, traffic allowance and redundancy option.

- 4.17 You must also pay us a disconnection charge within one month of your Internet

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Direct Premium Package being cancelled if:

- (a) your connecting carriage service is Ethernet MAN;
- (b) you chose a minimum term longer than 12 months; and
- (c) your Internet Direct Premium Package is cancelled after the first 12 months but before the end of the chosen minimum period.

We do not charge you a disconnection charge if your Internet Direct Premium Package is cancelled by us when you are not in breach.

4.18 The disconnection charge is calculated as follows:

**Disconnection charge** =  $(a - b) \times (c/d)$  where:

a is the access port connection charge for a 12-month term;

b is the access port connection charge for the minimum term you chose;

c is the number of full or part months remaining from the time you cancel your Internet Direct Premium Package until the end of the minimum term you originally chose; and

d is the number of months in the minimum term of the Internet Direct Premium Package you originally chose before cancelling it.

4.19 This amount is a genuine pre-estimate of our loss.

4.20 You do not have to pay any additional charges to cancel the Internet Direct service or the connecting carriage service.

#### **Connecting carriage services**

4.21 Internet Direct Premium Packages are available using the following connecting carriage services and at the following bandwidths or link bandwidths:

<b>Connecting carriage service</b>	<b>Bandwidths/link bandwidths (Mbit/s)</b>
ATM Access	2, 4, 6, 8 and 10
ATM PVC Only	2, 4, 6, 8 and 10
Business DSL	0.256, 0.512, 1, 1.5, 2, 3 and 4

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Connecting carriage service	Bandwidths/link bandwidths (Mbit/s)
Ethernet dual uplink 100M, 1000M	2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 24, 28, 32, 36, 40, 44, 50, 60, 70, 80, 90, 100, 150, 200, 300, 400, 500, 600, 800 and 1000
Ethernet single uplink 100M, 1000M	2, 4, 6, 8, 10, 12, 14, 16, 20, 24, 28, 32, 36, 40, 50, 60, 70, 80, 90, 100, 150, 200, 300, 400, 500, 600, 800 and 1000
Megalink	2

Note that for some Ethernet locations, bandwidth access is limited to 100Mbit/s

4.22 If you use Ethernet MAN dual uplink as your connecting carriage service, you can specify one of the following redundancy options for your Internet Direct Premium Package:

- (a) **standard service** – your Internet Direct Premium Package will have no redundancy;
- (b) **partially redundant service** – the Ethernet MAN service is connected to two points of presence to give you redundancy for your Internet Direct service; or
- (c) **fully redundant service** – the Ethernet MAN service is connected to two points of presence and the Ethernet MAN service is a redundant service (as defined in [the Ethernet MAN section of Our Customer Terms](#)) to give you redundancy for your Internet Direct service and your Ethernet MAN service.

#### Provisioning times

4.23 We do our best to provision your Internet Direct Premium Package within the following timeframes (if existing infrastructure is available) depending on your connecting carriage service.

Connecting Carriage Service	Provisioning time (business days)

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<b>Connecting Carriage Service</b>	<b>Provisioning time (business days)</b>
ATM Access service – existing	<b>5</b>
ATM Access service – new	<b>40</b>
ATM PVC Only service – existing	<b>5</b>
ATM PVC Only service – new	<b>5</b>
Business DSL service – existing	<b>10</b>
Business DSL service – new	<b>20</b>
Ethernet MAN service (single uplink or dual uplink) – existing	<b>5</b>
Ethernet MAN service (single uplink or dual uplink) – new	<b>20</b>
Megalink service – existing	<b>10</b>
Megalink service – new	<b>20</b>

#### **Coverage for Ethernet MAN services**

4.24 The various zones refer to our exchange districts in a metropolitan area.

4.25 The two types of zones are:

- (a) central business district (CBD) zone;
- (b) business/metro zones

#### **Central business district zones**

4.26 The central business district zones are set out in the following table:

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<b>Central business district zone exchange districts</b>	
Sydney:	Pitt, Haymarket, City South, Kent, Dalley, North Sydney, Balmain, City East, Redfern
Melbourne:	Batman, Exhibition, Lonsdale, Russell, North Melbourne, Windsor, South Melbourne
Brisbane:	Edison, Charlotte, Springhill, Roma, Woolloongabba, Valley, Paddington, South Brisbane, Toowong
Adelaide:	Flinders, Waymouth, North Adelaide, West Adelaide, Prospect, St Peters, Unley
Perth:	Bulwer, Pier, Wellington, Subiaco
Canberra:	Civic, Barton, Deakin, Belconnen

#### **Business/Metro zones**

- 4.27 Business/metro zone are any exchange zones within the following capital cities that are not defined as a CBD zone. This includes exchange zones within Sydney, Melbourne, Brisbane, Perth, Adelaide and Canberra.
- 4.28 Business/metro zones also include the following capital city exchange zones.

<b>Additional Business/Metro district zone exchange districts</b>	
Hobart	Davey, Bathurst St
Darwin	Smith St, Casuarina

Note that for both Darwin and Hobart locations, bandwidth access is limited to 100Mbit/s

#### **Connection charges**

- 4.29 We charge you the following for implementing an access port connection for your Internet Direct Premium Package. The charge varies depending on your connecting carriage service and the length of your minimum contract term.

<b>Access port connection charges – Internet Direct Premium Packages</b>	<b>12-month term</b>	<b>24-month term</b>	<b>36-month term</b>

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	(GST excl.)	(GST excl.)	(GST excl.)
ATM Access and ATM PVC Only	<b>\$3,000.00</b>	<b>Nil</b>	<b>Nil</b>
Business DSL	<b>\$1,000.00</b>	<b>Nil</b>	<b>Nil</b>
Ethernet 100M (Standard and single uplink Service) with CBD and Business/Metro coverage	<b>\$15,027.27</b>	<b>\$10,518.18</b>	<b>\$7,818.18</b>
Ethernet 100M (Partially Redundant Service) with CBD and Business/Metro coverage	<b>\$16,909.09</b>	<b>\$11,836.36</b>	<b>\$8,800.00</b>
Ethernet 100M (Fully Redundant Service) with CBD and Business/Metro coverage	<b>\$50,272.73</b>	<b>\$37,709.09</b>	<b>\$32,672.73</b>
Ethernet 1000M (single uplink service) with CBD and Business/Metro coverage	<b>\$17,645.45</b>	<b>\$12,354.55</b>	<b>\$9,181.82</b>
Megalink	<b>\$3,000.00</b>	<b>Nil</b>	<b>Nil</b>

#### Monthly charges - Megalink

- 4.30 Where you have Megalink as the connecting carriage service for your Internet Direct Premium Package and it commenced before 13 November 2006, we charge you the following charges that are set out below. The charges depend on the coverage of your service and the traffic allowance you have chosen (shown below in Gigabytes). If you receive more traffic in a month than your chosen traffic allowance, we charge you an excess usage charge for each additional Megabyte of traffic received.

Monthly charges and excess usage charges – Internet Direct Premium Packages (Megalink)	Monthly charge	Excess usage charge (per MB)
	(GST excl.)	(GST excl.)
Coverage less than 500m or Intra-CBD		
With 5 GB traffic allowance	<b>\$854.55</b>	<b>10¢</b>
With 10 GB traffic allowance	<b>\$881.82</b>	<b>9¢</b>
With 20 GB traffic allowance	<b>\$1,045.45</b>	<b>9¢</b>

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Monthly charges and excess usage charges – Internet Direct Premium Packages (Megalink)	Monthly charge	Excess usage charge (per MB)
	(GST excl.)	(GST excl.)
With 40 GB traffic allowance	<b>\$1,409.09</b>	<b>8¢</b>
With 80 GB traffic allowance	<b>\$2,100.00</b>	<b>7.50¢</b>
With 120 GB traffic allowance	<b>\$2718.18</b>	<b>6¢</b>
With unlimited traffic allowance	<b>\$2981.82</b>	<b>N/A</b>
Coverage from 500m to less than 4km		
With 5 GB traffic allowance	<b>\$1,272.73</b>	<b>10¢</b>
With 10 GB traffic allowance	<b>\$1,300.00</b>	<b>9¢</b>
With 20 GB traffic allowance	<b>\$1,463.64</b>	<b>9¢</b>
With 40 GB traffic allowance	<b>\$1,827.27</b>	<b>8¢</b>
With 80 GB traffic allowance	<b>\$2,518.18</b>	<b>7.50¢</b>
With 120 GB traffic allowance	<b>\$3,145.45</b>	<b>6¢</b>
With unlimited traffic allowance	<b>\$3,409.09</b>	<b>N/A</b>
Coverage from 4km to less than 11km		
With 5 GB traffic allowance	<b>\$1,854.55</b>	<b>10¢</b>
With 10 GB traffic allowance	<b>\$1,881.82</b>	<b>9¢</b>
With 20 GB traffic allowance	<b>\$2,045.45</b>	<b>9¢</b>
With 40 GB traffic allowance	<b>\$2,409.09</b>	<b>8¢</b>
With 80 GB traffic allowance	<b>\$3,100.00</b>	<b>7.50¢</b>
With 120 GB traffic allowance	<b>\$3,727.27</b>	<b>6¢</b>
With unlimited traffic allowance	<b>\$3,990.91</b>	<b>N/A</b>
Coverage from 11km to less than 29km		
With 5 GB traffic allowance	<b>\$2,454.55</b>	<b>10¢</b>

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Monthly charges and excess usage charges – Internet Direct Premium Packages (Megalink)	Monthly charge	Excess usage charge (per MB)
	(GST excl.)	(GST excl.)
With 10 GB traffic allowance	<b>\$2,481.82</b>	<b>9¢</b>
With 20 GB traffic allowance	<b>\$2,645.45</b>	<b>9¢</b>
With 40 GB traffic allowance	<b>\$3,009.09</b>	<b>8¢</b>
With 80 GB traffic allowance	<b>\$3,690.91</b>	<b>7.50¢</b>
With 120 GB traffic allowance	<b>\$4,318.18</b>	<b>6¢</b>
With unlimited traffic allowance	<b>\$4,581.18</b>	<b>N/A</b>

- 4.31 Where you choose Megalink as the connecting carriage service for your Internet Direct Premium Package, we charge you the following monthly charges if your Internet Direct Premium Package commenced on or after 13 November 2006 and before 14 July 2008. The charges depend on the coverage of your service and the traffic allowance you have chosen (shown below in Gigabytes). If you receive more traffic in a month than your chosen traffic allowance, we charge you an excess usage charge for each additional Megabyte of traffic received.

Monthly charges and excess usage charges – Internet Direct Premium Packages (Megalink)	Monthly charge	Excess usage charge (per MB)
	(GST excl.)	(GST excl.)
Coverage less than 500m or Intra-CBD		
With 5 GB traffic allowance	<b>\$1,090.91</b>	<b>9.73¢</b>
With 10 GB traffic allowance	<b>\$1,654.55</b>	<b>9.55¢</b>
With 20 GB traffic allowance	<b>\$2,445.45</b>	<b>9.18¢</b>
With 40 GB traffic allowance	<b>\$3,500.00</b>	<b>8.45¢</b>
With 80 GB traffic allowance	<b>\$6,109.09</b>	<b>7.64¢</b>
With 120 GB traffic allowance	<b>\$7,836.36</b>	<b>7.18¢</b>

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Monthly charges and excess usage charges – Internet Direct Premium Packages (Megalink)	Monthly charge	Excess usage charge (per MB)
	(GST excl.)	(GST excl.)
With unlimited traffic allowance	<b>\$8,881.82</b>	n/a
Coverage from 500m to less than 4km		
With 5 GB traffic allowance	<b>\$1,690.91</b>	<b>9.73¢</b>
With 10 GB traffic allowance	<b>\$2,309.09</b>	<b>9.55¢</b>
With 20 GB traffic allowance	<b>\$3,036.36</b>	<b>9.18¢</b>
With 40 GB traffic allowance	<b>\$4,100.00</b>	<b>8.45¢</b>
With 80 GB traffic allowance	<b>\$6,709.09</b>	<b>7.64¢</b>
With 120 GB traffic allowance	<b>\$8,436.36</b>	<b>7.18¢</b>
With unlimited traffic allowance	<b>\$9,463.64</b>	n/a
Coverage from 4km to less than 11km		
With 5 GB traffic allowance	<b>\$2,172.73</b>	<b>9.73¢</b>
With 10 GB traffic allowance	<b>\$2,781.82</b>	<b>9.55¢</b>
With 20 GB traffic allowance	<b>\$3,527.27</b>	<b>9.18¢</b>
With 40 GB traffic allowance	<b>\$4,590.91</b>	<b>8.45¢</b>
With 80 GB traffic allowance	<b>\$7,200.00</b>	<b>7.64¢</b>
With 120 GB traffic allowance	<b>\$8,927.27</b>	<b>7.18¢</b>
With unlimited traffic allowance	<b>\$9,945.45</b>	n/a
Coverage from 11km to less than 29km		
With 5 GB traffic allowance	<b>\$2,700.00</b>	<b>9.73¢</b>
With 10 GB traffic allowance	<b>\$3,336.36</b>	<b>9.55¢</b>
With 20 GB traffic allowance	<b>\$4,081.82</b>	<b>9.18¢</b>
With 40 GB traffic allowance	<b>\$5,145.45</b>	<b>8.45¢</b>
With 80 GB traffic allowance	<b>\$7,754.55</b>	<b>7.64¢</b>

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Monthly charges and excess usage charges – Internet Direct Premium Packages (Megalink)	Monthly charge	Excess usage charge (per MB)
	(GST excl.)	(GST excl.)
With 120 GB traffic allowance	<b>\$9,481.82</b>	<b>7.18¢</b>
With unlimited traffic allowance	<b>\$10,509.09</b>	<b>n/a</b>

- 4.32 Where you choose Megalink as the connecting carriage service for your Internet Direct Premium Package, we charge you the following monthly charges if your Internet Direct Premium Package commenced on or after 14 July 2008. The charges depend on the coverage of your service and the traffic allowance you have chosen (shown below in Gigabytes). If you receive more traffic in a month than your chosen traffic allowance, we charge you an excess usage charge for each additional Megabyte of traffic received.

Monthly charges and excess usage charges – Internet Direct Premium Packages (Megalink)	Monthly charge	Excess usage charge (per MB)
	(GST excl.)	(GST excl.)
Coverage less than 500m or Intra-CBD		
With 5 GB traffic allowance	<b>\$800.00</b>	<b>10.91¢</b>
With 10 GB traffic allowance	<b>\$810.00</b>	<b>10.91¢</b>
With 20 GB traffic allowance	<b>\$860.00</b>	<b>10.91¢</b>
With 40 GB traffic allowance	<b>\$890.00</b>	<b>10.91¢</b>
With 80 GB traffic allowance	<b>\$940.00</b>	<b>10.91¢</b>
With 120 GB traffic allowance	<b>\$1,100.00</b>	<b>10.91¢</b>
With unlimited traffic allowance	<b>\$2,080.00</b>	<b>n/a</b>
Coverage from 500m to less than 4km		
With 5 GB traffic allowance	<b>\$1,400.00</b>	<b>10.91¢</b>
With 10 GB traffic allowance	<b>\$1,410.00</b>	<b>10.91¢</b>
With 20 GB traffic allowance	<b>\$1,460.00</b>	<b>10.91¢</b>

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Monthly charges and excess usage charges – Internet Direct Premium Packages (Megalink)	Monthly charge	Excess usage charge (per MB)
	(GST excl.)	(GST excl.)
With 40 GB traffic allowance	<b>\$1,480.00</b>	<b>10.91¢</b>
With 80 GB traffic allowance	<b>\$1,540.00</b>	<b>10.91¢</b>
With 120 GB traffic allowance	<b>\$1,700.00</b>	<b>10.91¢</b>
With unlimited traffic allowance	<b>\$2,680.00</b>	<b>n/a</b>
Coverage from 4km to less than 11km		
With 5 GB traffic allowance	<b>\$1,890.00</b>	<b>10.91¢</b>
With 10 GB traffic allowance	<b>\$1,900.00</b>	<b>10.91¢</b>
With 20 GB traffic allowance	<b>\$1,940.00</b>	<b>10.91¢</b>
With 40 GB traffic allowance	<b>\$1,970.00</b>	<b>10.91¢</b>
With 80 GB traffic allowance	<b>\$2,030.00</b>	<b>10.91¢</b>
With 120 GB traffic allowance	<b>\$2,180.00</b>	<b>10.91¢</b>
With unlimited traffic allowance	<b>\$3,170.00</b>	<b>n/a</b>
Coverage from 11km to less than 29km		
With 5 GB traffic allowance	<b>\$2,440.00</b>	<b>10.91¢</b>
With 10 GB traffic allowance	<b>\$2,450.00</b>	<b>10.91¢</b>
With 20 GB traffic allowance	<b>\$2,500.00</b>	<b>10.91¢</b>
With 40 GB traffic allowance	<b>\$2,530.00</b>	<b>10.91¢</b>
With 80 GB traffic allowance	<b>\$2,580.00</b>	<b>10.91¢</b>
With 120 GB traffic allowance	<b>\$2,740.00</b>	<b>10.91¢</b>
With unlimited traffic allowance	<b>\$3,720.00</b>	<b>n/a</b>

**Coverage:**

- (a) for a Megalink service, is the radial distance between your terminating Megalink

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exchange and our point of presence;

- (b) for an ATM Access service or an ATM PVC Only service, is the relevant charging area for the ATM Access service as described in [the ATM section of Our Customer Terms](#); and
- (c) for Ethernet MAN, is the relevant zone in which the Customer's site is located as described in 4.24 to 4.27

**Intra-CBD coverage** means terminating Megalink exchanges located in Sydney, Canberra, Melbourne, Hobart, Adelaide, Perth, Darwin and Brisbane, central business districts.

#### Monthly charges – Others

- 4.33 The monthly charges, excess usage charges and traffic allowances for an Internet Direct Premium Package with ATM Access, ATM PVC Only, Business DSL or Ethernet MAN as the connecting carriage service are available on request.

#### Changing your service

- 4.34 You can submit an application form asking to change:
- (a) your traffic allowance, if you are not changing your connecting carriage service;
  - (b) the speed, if you are not changing your connecting carriage service (except where it is Megalink);
  - (c) the pricing model (fixed or tiered pricing) or redundancy option, where your connecting carriage service is an Ethernet MAN service;
  - (d) an additional Ethernet MAN service port at your premises, where your connecting carriage service is an Ethernet MAN service.
- 4.35 You can also apply to change between Internet Direct Premium Packages. But, you cannot change your connecting carriage service from an ATM PVC Only service to an ATM Access service.
- 4.36 The decision whether to accept or reject your application for a change is ours entirely.
- 4.37 You have to pay all outstanding charges for your Internet Direct Premium Package when we accept your request to change.
- 4.38 If you ask to change the link bandwidth on your Ethernet MAN service, you have to check that the change has taken effect. We calculate charges for the service by

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reference to the link bandwidth we actually provide to you. If a change does not take effect, it is not taken into account when we calculate your charges.

- 4.39 We charge you the following administrative charges for changing your service if your connecting carriage service is Megalink, Business DSL, ATM Access or ATM PVC Only:\*

<b>Administrative charges</b>	<b>GST excl.</b>
For downgrading the traffic allowance or transmission speed of your Internet Direct Premium Package, without changing your connecting carriage service	<b>\$500.00</b>
For changing your connecting carriage service	<b>\$1,500.00</b>

- 4.40 We charge you the following administrative charges for changing your service if your connecting carriage service is Ethernet:

<b>Administrative charges</b>	<b>GST excl.</b>
For downgrading the traffic allowance of your Internet Direct Premium Package	<b>\$500.00</b>
For upgrading or downgrading the transmission speed of your Internet Direct Premium Package, without changing your redundancy option:	
For a standard or single uplink service	<b>\$500.00</b>
For a partially redundant service	<b>\$1,000.00</b>
For a fully redundant service	<b>\$1,000.00</b>
For upgrading or downgrading the link bandwidth between adjacent bands (movement between more than one band counts as several moves)	
between bands 1 to 5	<b>Nil</b>
between bands 5 to 6	<b>\$50.00</b>
between bands 6 to 8	<b>\$500.00</b>
Note that this charge does not apply to single uplink services	

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<b>Administrative charges</b>	<b>GST excl.</b>
If you ask us to change the link bandwidth or make other manual changes to your service (except where you make the link bandwidth change yourself), in addition to the charge for upgrading or downgrading between bands	<b>\$100.00</b>
For changing your connecting carriage service (plus any additional charges if this does not cover the infrastructure cost of installing Ethernet MAN)  Note that this charge includes changing an Ethernet MAN carriage service to: <ul style="list-style-type: none"> <li>a single uplink service from a standard service; or</li> <li>a standard service from a single uplink service.</li> </ul>	<b>\$1,500.00</b>
For changing your redundancy option	
From standard or single uplink service to partially redundant service	<b>\$1,500.00</b>
From partially redundant service to standard or single uplink service	<b>\$1,500.00</b>
From standard, single uplink or partially redundant service to fully redundant service	<b>\$30,000.00</b>
From fully redundant service to standard, single uplink or partially redundant service	<b>\$5,000.00</b>

For Ethernet, a band is a grouping of link bandwidth options as follows:

<b>Band</b>	<b>Bandwidth (Mbit/s)</b>
<b>1</b>	2 – 12
<b>2</b>	10 – 20
<b>3</b>	16 – 40
<b>4</b>	32 – 80
<b>5</b>	60 – 150

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Band	Bandwidth (Mbit/s)
6	100 – 300
7	200 – 500
8	500 – 1000

#### Service availability level

4.41 We do our best to make sure the service availability of at least the following for each month:

Connecting carriage service	Service availability level
ATM Access or ATM PVC Only (speeds of 2 Mbit/s to 10 Mbit/s)	99.7%
Business DSL	99.6%
Ethernet MAN	99.83%
Megalink	99.6%

4.42 We do not take scheduled outages into account in calculating service availability levels.

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## 5 Antivirus and Antispam

### What is Antivirus and Antispam?

5.1 The Antivirus and Antispam service (“**AV/AS**”) includes the following features:

- (a) **Antivirus feature** - uses commercially available antivirus software to scan incoming SMTP email messages (and attachments to those email messages) for known viruses; and
- (b) **Antispam feature** - uses commercially available software to scan incoming SMTP email messages (and attachments to those email messages) to filter out spam.

5.2 Where the Antivirus feature determines that an email message (or an attachment to

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that email) is infected, the Antivirus feature will:

- (a) delete the email message (including any attachments); or
- (b) repair the email message (or attachment).

5.3 Where the Antispam feature determines that an email message is spam, the Antispam feature will delete the email message (including any attachments to that email message). We do not have to notify you where an email tagged by the Antispam feature as spam has been deleted.

5.4 The AV/AS service will not scan attachments if the file cannot be read or opened (eg zip files or encrypted files where the file cannot be read without using a decryption device).

5.5 You need a registered domain name to use the AV/AS service.

5.6 We configure your mailbox to use the AV/AS service when we accept your application for the AV/AS service. You have to provide us with all the details we need to configure your AV/AS service.

5.7 We recommend that for each 50 mailboxes that we scan for you in a month, you should acquire and maintain at least 2 kbps of internet capacity from Internet Direct or Business Broadband Access

#### **Availability**

5.8 The AV/AS service is not available if you have a Business Broadband Starter, Business Broadband Advantage ADSL or Business Broadband BDSL service (see Part C - Business Broadband Access and Packages of the Internet Direct and Business Broadband section of Our Customer Terms for a description of the security features that are available with these services).

#### **Term**

5.9 If you apply for the AV/AS service on or after 8 August 2007 you must choose between the following options for the term of your AV/AS service:

- (a) the standard option, where the term of your AV/AS service will match the term of your existing Internet Direct or Business Broadband Access service
- (b) 12 month option; or
- (c) 24 month option.

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#### **Your obligations**

5.10 You have to:

- (a) co-operate with us and provide us (at your cost) with all information that we need to enable us to provide you with the AV/AS service;
- (b) report all known faults with the AV/AS service to the Telstra Internet Direct help desk;
- (c) if we ask you to, provide an appropriate person to advise on requirements, access, security procedures and any other matter within your knowledge or control that will assist us in providing you with the AV/AS service;
- (d) obtain and keep (at your cost) appropriate equipment, software, telecommunication services, Internet access and other services or resources needed to use the AV/AS service; and
- (e) let us (or our representative) check that your equipment has been properly configured and operates correctly with the service whenever we need to (as long as we give you reasonable warning).

5.11 You must not:

- (a) sell, resell or provide the AV/AS service (or any part of it) to other people unless we have agreed to let you first;
- (b) falsify, forge or otherwise tamper with any portion of the header or tracking data of any SMTP email message; and
- (c) use the AV/AS service to originate, send or relay spam or intentionally launch viruses.

#### **What we can do**

5.12 We can change any part of the AV/AS platform without telling you. However, if such a change affects the AV/AS service, we will only do so in accordance with the variation process set out in [the General Terms of Our Customer Terms](#).

5.13 We will provide help desk support for the AV/AS service through the Telstra Internet Direct help desk.

#### **Charges: If you applied for the AV/AS service before 8 August 2007**

5.14 If you applied for the AV/AS service before 8 August 2007 then we charge you the

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following for your AV/AS service.

Monthly charge	GST excl.
For each mailbox (per month)	\$4.50

#### Charges: If you apply for the AV/AS service on or after 8 August 2007

5.15 If you apply for the AV/AS service on or after 8 August 2007, we charge you the following for your AV/AS service:

- (a) a once-off set-up fee, as set out below, based on the number of domain names to which your AV/AS service will apply and the term you have selected for your AV/AS service; and
- (b) a monthly service charge, as set out below, based on the number of mailboxes you indicate requires the AV/AS service and the term you have selected for your AV/AS service.

Set-up fee	Standard option (GST excl.)	12 month option (GST excl.)	24 month option (GST excl.)
Per domain name	\$75.00	\$75.00	\$0.00

Monthly charge (per mailbox per month)	Standard option (GST excl.)	12 month option (GST excl.)	24 month option (GST excl.)
10 or less mailboxes	\$4.50	\$4.28	\$4.06
Between 11 and 25 mailboxes	\$4.37	\$4.15	\$3.94
Between 26 and 50 mailboxes	\$4.23	\$4.02	\$3.82
Between 51 and 100 mailboxes	\$4.11	\$3.90	\$3.71
Between 101 and 250 mailboxes	\$3.90	\$3.71	\$3.52
Between 251 and 500 mailboxes	\$3.43	\$3.26	\$3.10

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Monthly charge (per mailbox per month)	Standard option (GST excl.)	12 month option (GST excl.)	24 month option (GST excl.)
Between 501 and 1000 mailboxes	\$2.95	\$2.81	\$2.66
Between 1001 and 2500 mailboxes	\$2.54	\$2.41	\$2.29
Between 2501 and 5000 mailboxes	\$2.18	\$2.07	\$1.97
5001 or more mailboxes	\$1.86	\$1.76	\$1.68

5.16 We will charge you for the total number of mailboxes which you indicate on your application form will be scanned by your AV/AS service.

5.17 If the actual number of mailboxes that is being scanned by your AV/AS service is 15% greater than the number of mailboxes you indicated on your application form, then we may commence charging you for the actual number of mailboxes being scanned by your AV/AS service from the date we become aware of this variance.

5.18 We will commence to charge you for your AV/AS service from the date we advise you that configuration of your service by us is complete.

5.19 If you have agreed to receive the AV/AS service on a trial basis, we will commence charging you for your AV/AS service once the trial has been completed, unless you notify us, before the completion of the trial, that you do not wish to proceed with the service.

#### Security

5.20 You must not use the service in a way that may adversely affect the efficiency, security or use by other people of the AV/AS service.

5.21 You must change the way you use the AV/AS service in the way we tell you, but we must act reasonably.

#### Service assurance

5.22 The service assurance and network availability targets which apply to Internet Direct do not apply to the AV/AS service. Therefore you do not receive a restoration rebate if we do not respond to or repair a fault within those target time

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frames.

- 5.23 We do not promise to supply the AV/AS at all times without any outages, faults or delays. We do not promise that we can fix all defects.
- 5.24 We need to maintain the AV/AS platform. We try to perform any maintenance that may disrupt the AV/AS service between 12.00 am and 6.00 am Australian Eastern Standard Time (AEST).

#### **Cancelling your AV/AS service**

- 5.25 You or we can cancel your AV/AS service by telling the other in writing at least 20 business days' before the service is to end. Nevertheless, we may suspend or cancel your AV/AS service immediately upon telling you in writing, if you no longer obtain the Internet Direct service.
- 5.26 Without limiting our rights or remedies, we may suspend the provision of the AV/AS service to you at any time where you materially breach these terms by:
- (a) breaking any of the promises in this section or under these terms; or
  - (b) not remedying a breach of these terms within 14 days of us telling you that you are required to rectify the breach.

#### **Liability**

- 5.27 We make no promises relating to the capabilities or performance of the AV/AS service or the accuracy of any accompanying information regarding the AV/AS service provided by us. We do not promise that the AV/AS service will meet your requirements except as previously agreed by us.
- 5.28 We do not promise:
- (a) to detect all spam or viruses or that we will not incorrectly identify some legitimate email messages as spam;
  - (b) that the AV/AS service will function for email messages which you have not routed in the way we tell you;
  - (c) that the AV/AS platform will be free from intrusions, viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful programming routines.