

Part A – Telstra Internet Direct (before 1 March 2018)

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Certain words are used with the specific meanings set out on page 44 and in [the General Terms of Our Customer Terms](#).

1 About this Part

Our Customer Terms

- 1.1 This is Part A - Telstra Internet Direct (before 1 March 2018) section of the Internet Solutions section of Our Customer Terms. This section applies only if you signed up for a Telstra Internet Direct service before 1 March 2018.
- 1.2 Part E - Telstra Internet Direct (non-current plans) section of Our Customer Terms also contains some plans or pricing which are no longer available for new services.
- 1.3 [The General Terms of Our Customer Terms](#) apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

Inconsistencies

- 1.4 If the General Terms of Our Customer Terms are inconsistent with something in this Part A - Telstra Internet Direct section, then this Part A - Telstra Internet Direct applies instead of the General Terms to the extent of the inconsistency.
- 1.5 If a provision of this Part A - Telstra Internet Direct section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

2 General

Availability

- 2.1 The Telstra Internet Direct service and the Telstra Internet Direct Premium Package service are not available to Telstra Wholesale customers or for resale.

Cease Sale and Exit Notifications

Ethernet Lite

- 2.2 Telstra Internet Direct Premium Package Ethernet Lite will not be available for purchase by new or existing customers from 12 May 2018 in areas where the nbn rollout region standard cease sale commencement date is on or before 12 May 2018; in areas where the nbn rollout region standard cease sale commencement date is after 12 May 2018, the cease sale will be that later date.
- 2.3 Telstra Internet Direct Premium Package Ethernet Lite customers affected by the aforementioned will continue to be able to make configuration, software and record

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changes.

- 2.4 Telstra Internet Direct Premium Package Ethernet Lite will be disconnected on 12 November 2018 in areas where the nbn rollout region disconnection date falls on or before 12 November 2018; in areas where the area's nbn rollout region disconnection date falls after 12 November 2018, Ethernet Lite will be disconnected in accordance with the nbn rollout region disconnection timetable.
- 2.5 We may decide to exit Telstra Internet Direct Premium Package Ethernet Lite in any remaining areas, in which case we will communicate such exit in due course, including any specific dates.
- 2.6 Further details on the preceding are set out in the document titled RM5(A), which is part of our nbn migration plan, and which is available on the ACCC website at <https://www.accc.gov.au/regulated-infrastructure/communications/industryreform/telstras-migration-plan>.

Ethernet Line

- 2.7 From 28 June 2018, Telstra Internet Direct Premium Package Ethernet Line is no longer available for order by new customers.
- 2.8 From 30 June 2019, customers with existing Telstra Internet Direct Premium Package Ethernet Line services will no longer be allowed to add new Telstra Internet Direct Premium Package Ethernet Line services, make external relocations of existing Telstra Internet Direct Premium Package Ethernet Line services, or recontract existing Telstra Internet Direct Premium Package Ethernet Line services.
- 2.9 From 30 June 2021, we will exit Telstra Internet Direct Premium Package Ethernet Line and cancel remaining Telstra Internet Direct Premium Package Ethernet Line services.

Frame Relay

- 2.10 Telstra Internet Direct Frame Relay will not be available for purchase by new customers from 30 June 2018.
- 2.11 Telstra Internet Direct Frame Relay will not be available for purchase by customers who already receive Telstra Internet Direct Frame Relay from 30 June 2018; however, such existing customers will continue to be able to make configuration, software, and record changes.
- 2.12 Telstra Internet Direct Frame Relay will be disconnected on 30 September 2019 in areas where the area's nbn rollout region disconnection date falls on or before 30 September 2019; in areas where the area's nbn rollout region disconnection date falls after 30 September 2019; the Telstra Internet Direct Frame Relay will be disconnected in accordance with the nbn rollout region disconnection timetable.

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- 2.13 Telstra Internet Direct Frame Relay is scheduled for exit in any remaining areas by 2022, with any specific date to be communicated in due course.
- 2.14 Further details on the preceding are set out in the document titled RM5(D), which is part of our nbn migration plan, and which is available on the ACCC website at: <https://www.accc.gov.au/regulated-infrastructure/communications/industry-reform/telstras-migration-plan>.

Telstra Internet Direct Ethernet over nbn

- 2.15 From 15 June 2021, Telstra Internet Direct Ethernet over nbn will no longer be available to new customers.
- 2.16 From 15 November 2022, some changes will no longer be permitted for Telstra Internet Direct Ethernet over nbn services, including:
- (a) recontracting;
 - (b) ordering new services;
 - (c) external relocations; and
 - (d) any changes that require a technician to be dispatched.
- 2.17 From 15 November 2025, all remaining Telstra Internet Direct Ethernet over nbn services will be disconnected.

Connecting Carriage Services

- 2.18 You must have a connecting carriage service between your premises and our point of presence for us to provide the Telstra Internet Direct service to you. Unless you have a Telstra Internet Direct Premium Package or a volume based multi-site ADSL service, you have to choose, obtain and maintain your connecting carriage service separately. The charges and terms for your connecting carriage service are separate from and in addition to the charges and terms for your Telstra Internet Direct service.
- 2.19 You can use an existing connecting carriage service, apply for one at the same time as your Telstra Internet Direct service or apply for a Telstra Internet Direct Premium Package service, which is bundled with a connecting carriage service. If you would like to use an existing connecting carriage service for your Telstra Internet Direct Premium Package service, we will cancel that service and provision a new service as part of your Telstra Internet Direct Premium Package service. If your existing connecting carriage service is still within your minimum term for that connecting carriage service, you acknowledge that we may charge you the applicable early termination charge as set out in your agreement with us.
- 2.20 We do not promise that several connecting carriage services connected to the same point

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of presence will terminate on the same router.

Acceptable use

- 2.21 You have to do what we reasonably tell you to do relating to your use of the Telstra Internet Direct service, including complying with our [Acceptable Usage Policy](#) (as we may vary from time to time).
- 2.22 You must not use the Telstra Internet Direct service, or let anyone use the Telstra Internet Direct service:
- (a) to menace or harass any person or injure or damage anyone or anything;
 - (b) for a purpose that a reasonable person would consider offensive;
 - (c) to infringe another person's intellectual property rights;
 - (d) to misuse another person's confidential information;
 - (e) to infringe or commit an offence against any law, standard or code;
 - (f) to send or receive instructions that could damage or injure somebody or something if implemented;
 - (g) in a way that exposes either you or us to risk of prosecution or legal or administrative action under any law;
 - (h) to interfere with, disrupt or affect the availability or use of the Internet or any other network or computer system;
 - (i) in a way that results in a virus, worm, Trojan or similar program being sent through the Telstra Internet Direct service from your equipment; or
 - (j) in breach of our Acceptable Usage Policy.

Billing

- 2.23 You must set up your Telstra account for monthly billing in order for us to provide the Telstra Internet Direct service to you.

Software

- 2.24 Any software we supply you in connection with your Telstra Internet Direct service is subject to the terms and conditions that accompany it.

Traffic Allowance

- 2.25 You acknowledge that your access speed for your Telstra Internet Direct service will not

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be, automatically or otherwise, reduced once you meet or exceed your chosen traffic allowance for that month. It is your responsibility to manage the amount of traffic received by your Telstra Internet Direct service. We provide you with the CustData feature on the terms set out below to help you manage your Telstra Internet Direct service. (If you wish to downgrade your access speed you can separately apply to us to do so.)

Transmission

- 2.26 We do not promise successful data transmission using the Telstra Internet Direct service. Temporary interruptions and packet loss may occur from time to time.

Your responsibilities

- 2.27 It is your responsibility to choose, supply, configure and maintain your own facilities and equipment (at your expense).
- 2.28 You must determine which of our points of presence to connect to where you have a choice. It is your responsibility to check whether there are new points of presence available from time to time.
- 2.29 We do not have to tell you that new points of presence are available or that connecting to a different point of presence would save you money.
- 2.30 You are responsible for the purpose or purposes for which you use your Telstra Internet Direct service and any equipment as well as the security of any equipment. You are also responsible for the content and security of any data or information you send or receive using the Internet.

Suspending your Telstra Internet Direct service

- 2.31 We can suspend your Telstra Internet Direct service immediately, if we believe on reasonable grounds that your service is being used contrary to our [Acceptable Usage Policy](#) (as we vary it from time to time). This is because we consider any breach of the Acceptable Usage Policy to be a material breach of the Telstra Internet Direct service terms.
- 2.32 If we suspend your Telstra Internet Direct service because you are in breach of our terms or you are insolvent, we can require you to pay all outstanding charges before we end the suspension.
- 2.33 We can cancel your Telstra Internet Direct service or your Telstra Internet Direct Premium Package service by telling you in writing if your service has been suspended (other than a suspension by us without your breach) continuously for at least 30 days (including the day it was first suspended).

Cancelling your Telstra Internet Direct service or Telstra Internet Direct Premium

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Package service

- 2.34 If either your Telstra Internet Direct service or your connecting carriage service is cancelled (for any reason), the other service is not cancelled automatically. You have to cancel it yourself separately. Unless otherwise agreed, if your Telstra Internet Direct Premium Package service is cancelled we will also cancel your connecting carriage service.
- 2.35 If your Telstra Internet Direct service or your Telstra Internet Direct Premium Package service is cancelled before the end of your minimum term, we may charge you an early termination charge. This is 65% of the monthly charges for your Telstra Internet Direct service or Telstra Internet Direct Premium Package service (as applicable) that would have been payable for the remainder of your minimum term. (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.) You acknowledge this amount is a genuine pre-estimate of our loss.

If you have a Telstra Internet Direct Premium Package service and your connecting carriage service is Ethernet MAN (dual uplink), we base the early termination calculation on the monthly charge that applies to the minimum access speed (ie, 2 Mbps) for your coverage, traffic allowance and redundancy option regardless of your actual access speed for your service.

How we work out zones and areas

- 2.36 If you apply for a Telstra Internet Direct service or a Telstra Internet Direct Premium Package service before 1 June 2012, your service availability and charges are based on certain zones or areas, as defined in this Part A - Telstra Internet Direct section. These include:
- (a) metropolitan or metro;
 - (b) central business district or CBD;
 - (c) business; and
 - (d) regional.
- 2.37 If you apply for a Telstra Internet Direct service or a Telstra Internet Direct Premium Package service on and from 1 June 2012, your service availability and charges are based on the zone or area advised to you when you apply for the service, and from time to time.

3 Telstra Internet Direct

What is the Telstra Internet Direct service?

- 3.1 The Telstra Internet Direct service gives you a high performance, carrier-grade, dedicated connection to the Internet via our points of presence around Australia.

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3.2 We provide the Telstra Internet Direct service to you over a connecting carriage service. A connecting carriage service is the telecommunications service between your premises and our point of presence.

3.3 The available connecting carriage services for the Telstra Internet Direct service are:

- (a) ADSL (if you have a multi-site or temporary service plan with us);
- (b) Ethernet Lite;
- (c) Megalink;
- (d) Frame Relay;
- (a) IP WAN;
- (b) Business IP (with IP Gateway option);
- (e) Connect IP (with IP Gateway option);
- (f) Colocation;
- (g) Ethernet Line;
- (h) Ethernet MAN (single or dual uplink);
- (i) OpticWave; and
- (j) any other connecting carriage service we approve.

Minimum commitment

3.4 You must take your Telstra Internet Direct service for a minimum term of 12, 24 or 36 months.

3.5 Your minimum term starts on the earliest of:

- (a) 30 days after we tell you we have implemented an access port connection; or
- (b) when we first supply the Telstra Internet Direct service to you.

4 Telstra Internet Direct Premium Package

What is the Telstra Internet Direct Premium Package service?

4.1 The Telstra Internet Direct Premium Package service bundles the Telstra Internet Direct

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service together with a connecting carriage service that you select.

- 4.2 If you acquired your service before 27 July 2015, Telstra Internet Direct Premium Package services are available using the following connecting carriage services and at the following bandwidths or link bandwidths:

Connecting carriage service	Bandwidths/link bandwidths (Mbps)
Ethernet Lite	0.128, 0.256, 0.512, 1, 1.5, 2, 3, 4, 5, 6, 8 and 10
Megalink	2
Ethernet MAN (single uplink) 100M	2, 4, 6, 8, 10, 12, 14, 16, 20, 24, 28, 32, 36, 40, 50, 60, 70, 80, 90, and 100
Regional Ethernet MAN (single uplink) 100M	2, 10, 20, 50 and 100
Ethernet MAN (dual uplink) 100M	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 and 100

- 4.3 If you acquired your service on and from 27 July 2015, Telstra Internet Direct Premium Package services are available using the connecting carriage services at the bandwidths or link bandwidths that we make available from time to time. We can confirm this on request.
- 4.4 If you continue to acquire a Telstra Internet Direct Premium Package service that uses Business DSL as a connecting carriage service on or after 24 May 2010, this Part A - Telstra Internet Direct of the Internet Solutions section of Our Customers Terms applies to your service as if references to “Ethernet Lite” were references to “Business DSL”.
- 4.5 If you acquired Ethernet MAN (dual uplink) as your connecting carriage service before 27 July 2015, you can specify one of the following redundancy options for your Telstra Internet Direct Premium Package service:
- (a) **standard service** – your Telstra Internet Direct Premium Package service 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 Telstra 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 Telstra Internet Direct service and your Ethernet MAN service.
- 4.6 If you acquired Ethernet MAN as your connecting carriage service on and from 27 July

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2015, you can specify one of the following redundancy options for your Telstra Internet Direct Premium Package service:

- (a) **dual uplink standard service** – your Telstra Internet Direct Premium Package service will have no redundancy; or
- (b) **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 Telstra Internet Direct service and your Ethernet MAN service.

4.7 If you request Ethernet MAN (single uplink) before 27 July 2015 as your connecting carriage service in one of the nominated regional zones, your application will be subject to:

- (a) a feasibility study; and
- (b) confirmation of Ethernet access capacity at the Telstra Internet Direct point of presence chosen.

4.8 If you request Ethernet MAN as your connecting carriage service on and from 27 July 2015, your application may be subject to clause 4.7(a) and 4.7(b) and we can confirm this on request.

Terms

4.9 If you apply for a Telstra Internet Direct Premium Package service, and we accept your application:

- (a) we supply your Telstra Internet Direct service on the terms in this Internet Solutions section of Our Customer Terms; 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 Internet Solutions section of Our Customer Terms.

4.10 The charges set out in other sections of Our Customer Terms apply to your connecting carriage service except:

- (a) for Megalink or Ethernet Lite, the network connection and monthly charges do not apply; and
- (b) for Ethernet MAN, standard network connection, monthly access and bandwidth-on-demand change charges do not apply (but any additional charges still apply where we have to install additional infrastructure to provide Ethernet MAN to you).

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

Minimum commitment

- 4.12 You must take your Telstra Internet Direct Premium Package service for a minimum term of 12, 24 or 36 months.
- 4.13 Your minimum term starts either 30 days after we tell you we have implemented an access port connection or when we first supply your Telstra Internet Direct Premium Package service to you, whichever happens first.

Telstra Internet Direct Premium Package service coverage zones

Ethernet Lite

- 4.14 There are two types of coverage zones where you select Ethernet Lite as the connecting carriage service:
- (a) metropolitan; and
 - (b) regional,
- as set out below:

Metropolitan zone

- 4.15 The metropolitan zones for Ethernet Lite, when taken as part of your Telstra Internet Direct Premium Package, include any area:
- (a) within 50 kilometres of a metropolitan point of presence set out in the table below; or
 - (b) within the exchange service area of an additional nominated metropolitan exchange in the table below.

The metropolitan points of presence are:

Metropolitan points of presence	
Location	Exchange
Sydney	Pitt

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Metropolitan points of presence	
Location	Exchange
Melbourne	Exhibition
Brisbane	Woollongabba
Adelaide	Waymouth
Perth	Wellington
Canberra	Deakin
Darwin	Darwin
Hobart	Hobart

The additional nominated metropolitan exchanges are:

Additional nominated metropolitan exchanges	
Sydney	Avoca Beach, Berkshire Park, Bringelly, Campbelltown, Campbelltown South, Canoelands, Cattai, Cranebrook, Ebenezer, Gosford, Gunderman, Helensburgh, Kariong, Kincumber, Llandilo, Luddenham, Maraylya, Maroota South, Menangle, Mount White, Narellan, Orchard Hills, Patonga Beach, Penrith, Pitt Town, Saratoga, South Windsor, Spencer, St Helens Park, Wagstaff Point, Wilberforce, Windsor, Woy Woy
Melbourne	Bacchus Marsh, Baxter, Beaconsfield Upper, Bolinda, Clyde, Cockatoo, Cranbourne, Cranbourne North, Darraweit Guim, Devon Meadows, Dixons Creek, Emerald, Gisborne, Gruyere, Kinglake, Kinglake West, Little River, Mornington, Officer, Parwan, Pearcedale, Portarlington, Riddells Creek, Somerville, St Leonards, Wallan, Wandin, Woori Yallock, Yellingbo
Adelaide	Aldinga, Bull Creek, Callington, Gawler, Gawler River, Harrogate, Hartley, Hope Forest, Lyndoch, Mount Compass, Mount Pleasant, Pages Flat, Reeves Plains, Rosedale, Roseworthy, Sellicks, Strathalbyn, Tooperang, Two Wells, Williamstown, Willunga, Yundi
Brisbane	Ormeau, Logan Village, Borallon, Jimboomba, Dunwich, Wolffdene, Fernvale, Dayboro, Amberley, Purga, Walloon, Beachmere, Woongoolba, Glamorgan Vale, Morayfield, Koorinal, Amity Point, Upper Caboolture, Ocean View, Marburg, Tamborine Village, Lowood, Caboolture, Peak Crossing, Ningi, Rosewood, Bribie Island, Veresdale, Mutdapilly, Minden, Toorbul, Banksia Beach, Point Lookout
Canberra	Uriarra Forest, Wamboin, Burra Creek, Hoskinstown, Williamsdale, Gearys Gap, The Mullion, Bungendore, Brindabella, Top Naas, Gundaroo, Murrumbateman, Michelago, Captains Flat, Wee Jasper, Greenfield Farm, Cavan, Goodhope

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Additional nominated metropolitan exchanges	
Perth	Jindalee, Lower Chittering, Muchea, Serpentine
Darwin	Berry Springs, Howard Springs, Noonamah
Hobart	Nubeena, Koonya, Dunalley, Woodsdale, Buckland, Colebrook, Kempton, Moogara, Gretna, Middleton, South Bruny, Cygnet, Geeveston, Garden Island Creek, Glendevie

Regional zone

4.16 The regional zones for Ethernet Lite, when taken as part of your Telstra Internet Direct Premium Package, include any area:

- (a) outside of the metropolitan area with a population of 10,000 or more; or
- (c) within the exchange service area of an additional nominated regional exchange in the table below.

Additional nominated regional exchanges	
Melbourne	Ararat, Avoca, Ballan, Beaufort, Beulah, Birchip, Boort, Castlemaine, Charlton, Clunes, Cohuna, Creswick, Daylesford, Dimboola, Dingle, Donald, Dunolly, Edenhope, Elmhurst, Elmore, Goroke, Haddon, Halls gap, Harrow, Heathcote, Hopetoun, Jeparit, Kaniva, Kerang, Kyabram, Kyneton, Lake Bolac, Lancefield, Lockington, Maldon, Maryborough, Meredith, Minyip, Mount Macedon, Murrayville, Murtoa, Natimuk, Newstead, Nhill, Ouyen, Patchewollock, Pyramid hill, Rainbow, Robinvale, Rochester, Romsey, Rupanyup, Sea lake, Skipton, St Arnaud, Stanhope, Stawell, Tongala, Trentham, Underbool, Warracknabeal, Wedderburn, Willaura, Woodend, Woomelang, Wycheproof
Brisbane	Alpha, Augathella, Babinda, Bamaga, Barcaldine, Biggenden, Blackall, Blackwater, Camooweal, Cardwell, Chinchilla, Clermont, Cloncurry, Cunnamulla, Dirranbandi, Doomadgee, Dysart, Eidsvold, Esk, Gayndah, Herberton, Hughenden, Inglewood, Injune, Julia Creek, Kingaroy, Middlemount, Miles, Millmerran, Mitchell, Mossman, Murgon, Nanango, Palm Island, Richmond, St George, Stanthorpe, Surat, Tara, Texas, Wallumbilla, Weipa, Winton, Woorabinda, Yarrabah
Hobart	Beaconsfield, Boat Harbour, Bothwell, Bridport, Campbell Town, Cressy, Currie, Deloraine, Dover, Evandale, Exeter, Forth, George Town, Hagley, Latrobe, Lilydale, Longford, Oatlands, Ouse, Penguin, Perth, Queenstown, Rosebery, Sheffield, Smithton, South Bruny, Spreyton, St Helens, St Marys, Swansea, Triabunna, Wesley Vale, Westbury, Whitemark, Yolla

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Megalink

- 4.17 Where you choose Megalink as your connecting carriage service, the monthly charge for your Telstra Internet Premium Package service is based on the radial distance between your site and our point of presence.
- 4.18 Intra-CBD coverage means terminating Megalink exchanges located in Sydney, Canberra, Melbourne, Hobart, Adelaide, Perth, Darwin and Brisbane central business districts.

Ethernet MAN

- 4.19 There are three types of coverage zones where you select Ethernet MAN as the connecting carriage service:
- (a) central business district (CBD) zone;
 - (b) business/metro zones; and
 - (c) nominated regional zones (available for single uplink only),

as set out below. Ethernet MAN, as a connecting carriage service for your Telstra Internet Direct Premium Package service, is not available outside these zones.

Central business district zones

- 4.20 The central business district exchange zones are set out in the following table:

Central business district exchange zones	
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

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Business/Metro zones

- 4.21 Business/metro district exchange zones are:
- (a) any exchange zones within Sydney, Melbourne, Brisbane, Adelaide, Perth and Canberra that are not listed in the table above; and
 - (b) Hobart (Davey, Bathurst) and Darwin (Smith, Casuarina).

Nominated Regional zones (available for single uplink only)

- 4.22 The nominated regional exchange zones are:
- (a) Geelong;
 - (b) Wollongong;
 - (c) Southport; and
 - (d) Newcastle

5 Standard features

Access to the Internet backbone

- 5.1 The Telstra Internet Direct service gives you access to our Internet access network, which is our data transmission network interconnecting our points of presence to the Internet based on the TCP/IP protocol.
- 5.2 We will do what is reasonable to maintain access routes and interconnection agreements with other member networks of the Internet.

Static IP address

- 5.3 As part of your Telstra Internet Direct service, we will provide you with one Internet protocol address (“IP Address”). Your IP Address will be assigned from a pool of available IP addresses. 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.
- 5.4 You acknowledge that the IP Address that we assign 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 (eg as part of a denial of service attack).
- 5.5 We grant you a non-exclusive, non-transferable, revocable licence to use the IP Address in equipment for the sole purpose of using the IP Address with your Telstra Internet

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Direct service. We reserve all other rights in the IP Address.

- 5.6 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.
- 5.7 You may apply for additional IP Addresses.
- 5.8 If you are migrating from another Internet Service Provider to a Telstra Internet Direct service you will be provided with a new IP Address. It is your responsibility to update your existing network configurations to take into account your new IP Address.

CustData web page

- 5.9 You can access the [CustData web page](#) to access near real-time information and tools on your Internet traffic, service levels and account details.
- 5.10 We will use reasonable efforts to send an email notification to you once you reach 50%, 75%, 100%, 125%, 175% and 250% of your chosen monthly traffic allowance for that month. You acknowledge that these alerts are provided for the sole purpose of giving you an estimate of the amount of traffic you have received at that point in time. You must not rely on this information and we are not responsible for any loss or damage you may suffer if you do so.
- 5.11 We will send the traffic notifications to the email address specified in the Billing Contact section of your [CustData web page](#). You must ensure this address is current and updated as required.

No outgoing email

- 5.12 The Telstra Internet Direct service does not include access to an SMTP service to let you relay or send email, whether or not you have your own locally operated mail server. If you want to be able to send or relay email you have to obtain your own SMTP server, or you can apply for the optional Exchange Mail feature (described below).

Internet Direct Secondary MX mail server

- 5.13 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.
- 5.14 You must not use this as your primary SMTP mail server. This feature may only be used as a temporary service, to provide redundancy for a short period if there is a problem with your primary server.
- 5.15 You must use the Internet Direct Secondary MX mail server feature in accordance with our reasonable directions. You must not use the Internet Direct Secondary MX mail server feature, attempt to use the Internet Direct Secondary MX mail server feature or

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allow the Internet Direct Secondary MX mail server feature to be used in any way:

- (a) which causes you to breach your agreement with us, or to breach a law (including a foreign law), a code or an instrument which governs your conduct;
- (b) which could cause us to breach, or be involved in a breach of law (including a foreign law), a code or an instrument which governs our conduct;
- (c) which could result in us incurring a liability to any person;
- (d) which could interfere with the Internet Direct Secondary MX mail server feature, our networks or equipment or those of another person, or the provision by us of services to you or another person;
- (e) to engage in conduct or activities that we consider could adversely affect or prejudice our reputation or brand; or
- (f) which attempts to manipulate or bypass any limitations on the Internet Direct Secondary MX mail server feature by any means.

5.16 If you breach any of the clauses above, then we may take remedial action. We may also take remedial action if the law or a regulator or other authority requires us to do so. The types of remedial action which we may take at our discretion include suspending, cancelling or limiting your access to the Internet Direct Secondary MX mail server feature.

5.17 We will use reasonable endeavours to ensure that the Internet Direct Secondary MX mail server feature is available for your use. However, we do not promise that the Internet Direct Secondary MX mail server feature will always be available or that it will deliver all emails to the intended recipients.

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

Border Gateway Protocol (BGP)

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

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

Domain Name Servers (DNS)

5.21 You can apply for us to host a domain name on one of our DNS servers. You can do this through the CustData webpage.

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- 5.22 You can apply for us to host your domain name on either a Primary DNS server or on a Secondary DNS server which will mirror the domain information of the Primary DNS server.
- 5.23 If your Telstra Internet Direct service is cancelled, we will remove your DNS records from our DNS servers. You will need to transfer your domain name hosting services to another Telstra Internet Direct service or to another provider.

Helpdesk

- 5.24 You must promptly tell our Internet Direct technical support about any service difficulty and give us all available details we need to help us investigate it.
- 5.25 You can report service difficulties to us 24 hours a day, seven days a week by calling our Helpdesk on 1800 066 594 (or on such other number as we may provide from time to time).

6 Connection charges

- 6.1 The connection charges specified below only cover connections during our business hours of 8am to 6pm (your local time) on a business day. We charge you our additional fee-for-service charges (set out in the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms) to connect access ports outside our business hours.
- 6.2 The access port connection charge applies only to connecting your connecting carriage service to our point of presence. Additional charges may apply to the connecting carriage service.

Telstra Internet Direct service

- 6.3 If you signed up for your Telstra Internet Direct service before 9 August 2010, see Part E - Telstra Internet Direct (non-current plans) section of Our Customer Terms for applicable port connection charges

Telstra Internet Direct and Telstra Internet Direct Premium Package service

- 6.4 If you signed up for your Telstra Internet Direct service on and from 9 August 2010, we may charge you the following access port charges for your Telstra Internet Direct Service per site depending on your connecting carriage service:

Connecting Carriage Service	Access port connection charges
	(GST excl.)
ASDL (all speeds)	\$81.82

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Connecting Carriage Service	Access port connection charges
	(GST excl.)
Ethernet Lite (all speeds)	\$500.00
Megalink (all speeds)	\$2,000.00
Frame Relay (all speeds)	\$2,000.00
IP WAN (all speeds)	\$500.00
Colocation (100 Mbps)	\$1,400.00
Colocation (1 Gbps)	\$4,500.00
Ethernet Line/OpticWave (10 Gbps) CBD & Metro	\$20,295.45
Ethernet MAN (inc Eline) 100 Mbps CBD or Business/Metro	\$5,250.00
Ethernet Man 100 Mbps Regional	\$10,500.00
Ethernet MAN (inc Eline/OpticWave) 1000 Mbps CBD or Business/Metro	\$10,500.00

6.5 If you signed up for your Telstra Internet Direct Premium Package service before 9 August 2010, see Part E - Telstra Internet Direct (non-current plans) section of Our Customer Terms for applicable port connection charges

6.6 If you signed up for your Telstra Internet Direct Premium Package service on and from 9 August 2010 and before 27 July 2015, we may charge you the following for implementing an access port connection for your Telstra Internet Direct Premium Package service. The charge varies depending on your connecting carriage service and your minimum term:

Access port connection charges	12-month term	24-month term	36-month term
	(GST excl.)	(GST excl.)	(GST excl.)
Ethernet Lite	\$1,000.00	\$1,000.00	\$1,000.00
Megalink	\$3,000.00	\$3,000.00	\$3,000.00
Ethernet 100M (Single uplink service or Standard dual uplink service) with CBD or Business/Metro coverage	\$12,545.45	\$8,781.82	\$6,523.63

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Access port connection charges	12-month term	24-month term	36-month term
	(GST excl.)	(GST excl.)	(GST excl.)
Ethernet 100M (single uplink service) with regional coverage	\$24,818.18	\$18,613.64	\$16,131.82
Ethernet 100M (Fully Redundant dual uplink service) with CBD or Business/Metro coverage	\$36,545.45	\$27,409.09	\$23,754.54
Ethernet 1000M (Single uplink service or Standard dual uplink service) with CBD or Business/Metro coverage	\$15,000.00	\$10,500.00	\$7,800.00
Ethernet 1000M (Fully Redundant dual uplink service) with CBD or Business/Metro coverage	\$39,000.00	\$29,250.00	\$23,350.00

- 6.7 If you acquired your Telstra Internet Direct Premium Package service on and from 27 July 2015, the charges for implementing an access port connection for your Telstra Internet Direct Premium Package service are set out in your separate agreement with us.

Putting your order on hold

- 6.8 If you have applied for a Telstra Internet Direct service and ask us to put your application on hold, we may charge you the following administrative charge:

Held order charge	GST excl.
For each time you ask us to put an application on hold	\$500.00

- 6.9 We hold your application for up to three months. After that time, provided we tell you beforehand, we can cancel your application and we may charge you the applicable early termination charge.

7 Monthly charges

When we start charging you

- 7.1 We charge you a monthly charge for your Telstra Internet Direct service from the date your minimum term begins.
- 7.2 Your traffic allowance is your chosen allowance of traffic received by your service per month (measured in Megabytes).
- 7.3 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. If you receive less traffic than your chosen traffic allowance in a month, the remaining unused traffic

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allowance is forfeited. It is not added to your traffic allowance for any later month. However, if you choose an unlimited gigabyte plan there are no traffic limits or excess usage charges.

Standard pricing for your Telstra Internet Direct service

- 7.4 If you signed up for your Telstra Internet Direct service before 9 August 2010, see Part E - Telstra Internet Direct (non-current plans) section of Our Customer Terms for monthly charges based on the monthly traffic allowance you choose.
- 7.5 If you signed up for your Telstra Internet Direct service on and from 9 August 2010, the monthly charges for your Telstra Internet Direct service are set out in your separate agreement with us.
- 7.6 Depending on your connecting carriage service and your chosen access speed, there are certain minimum traffic allowances that you can choose. For the following connecting carriage services and speeds, you have to choose a pricing plan that has at least the traffic allowance specified below in Gigabytes.

Minimum plan requirements	Access speed	Minimum traffic allowance required
Ethernet Lite	< 2 Mbps	1 GB
	2-4 Mbps	5 GB
	5-10 Mbps	20 GB
Megalink	2 Mbps	5 GB
Frame Relay	< 2 Mbps	1 GB
	2 Mbps	5 GB
	3-5 Mbps	20 GB
	6-8 Mbps	40 GB
	10 Mbps	80 GB
IP WAN	< 2 Mbps	1 GB
	2 Mbps	5 GB
	3-5 Mbps	20 GB
	6-8 Mbps	40 GB
	10 Mbps	80 GB

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Minimum plan requirements	Access speed	Minimum traffic allowance required
Colocation	100 Mbps	20 GB
	1 Gbps	40 GB
Ethernet Line	100 Mbps	20 GB
	1 Gbps	40 GB
OpticWave	1Gbps	20 GB
	10Gbps	40 GB
Ethernet MAN	100 Mbps	20 GB
	1 Gbps	40 GB

Telstra Internet Direct Premium Package service

Ethernet Lite

7.7 If you signed up for your Internet Direct Service before 9 August 2010 and choose Ethernet Lite as the connecting carriage service for your Telstra Internet Direct Premium Package service, see Part E - Telstra Internet Direct (non-current plans) section of Our Customer Terms for monthly charges:

7.8 If you signed up for your Internet Direct Service on and from 9 August 2010 and before 27 July 2015 and choose Ethernet Lite as the connecting carriage service for your Telstra Internet Direct Premium Package service, we charge you the monthly charges in the table below. If you signed up after 27 July 2015, the applicable monthly charges are set out in your separate agreement with us:

Access Speed	Gigabyte Allowance	Coverage	Monthly charge	Excess usage charge (per MB)	Coverage	Monthly charge	Excess usage charge (per MB)
			(GST excl.)	(GST excl.)		(GST excl.)	(GST excl.)
512 Kbps	5 GB traffic allowance	Metro	\$430.00	7.2728¢	Regional	\$494.55	7.2728¢
	20 GB traffic allowance		\$465.45	7.2728¢		\$534.55	7.2728¢
	50 GB traffic allowance		\$495.45	7.2728¢		\$569.09	7.2728¢
	100 GB traffic allowance		\$545.45	7.2728¢		\$626.36	7.2728¢
1 Mbps	5 GB traffic allowance	Metro	\$530.00	7.2728¢	Regional	\$609.09	7.2728¢
	20 GB traffic allowance		\$565.45	7.2728¢		\$650.00	7.2728¢
	50 GB traffic allowance		\$595.45	7.2728¢		\$684.55	7.2728¢
	100 GB traffic allowance		\$695.45	7.2728¢		\$799.09	7.2728¢

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Access Speed	Gigabyte Allowance	Coverage	Monthly charge	Excess usage charge (per MB)	Coverage	Monthly charge	Excess usage charge (per MB)
			(GST excl.)	(GST excl.)		(GST excl.)	(GST excl.)
	150 GB traffic allowance		\$760.00	7.2728¢		\$873.64	7.2728¢
	Unlimited traffic allowance		\$1,015.45	n/a		\$1,167.27	n/a
2 Mbps	5 GB traffic allowance	Metro	\$750.00	7.2728¢	Regional	\$862.73	7.2728¢
	20 GB traffic allowance		\$780.00	7.2728¢		\$897.27	7.2728¢
	50 GB traffic allowance		\$820.00	7.2728¢		\$942.73	7.2728¢
	100 GB traffic allowance		\$950.00	7.2728¢		\$1,092.73	7.2728¢
	150 GB traffic allowance		\$1,035.45	7.2728¢		\$1,190.00	7.2728¢
	200 GB traffic allowance		\$1,120.00	7.2728¢		\$1,288.18	7.2728¢
	300 GB traffic allowance		\$1,290.00	7.2728¢		\$1,483.64	7.2728¢
	Unlimited traffic allowance		\$1,770.00	n/a		\$2,035.45	n/a
4 Mbps	5 GB traffic allowance	Metro	\$1,015.45	7.2728¢	Regional	\$1,167.27	7.2728¢
	20 GB traffic allowance		\$1,045.45	7.2728¢		\$1,201.82	7.2728¢
	50 GB traffic allowance		\$1,150.00	7.2728¢		\$1,322.73	7.2728¢
	100 GB traffic allowance		\$1,295.45	7.2728¢		\$1,489.09	7.2728¢
	150 GB traffic allowance		\$1,385.45	7.2728¢		\$1,592.73	7.2728¢
	200 GB traffic allowance		\$1,515.45	7.2728¢		\$1,741.82	7.2728¢
	300 GB traffic allowance		\$1,665.45	7.2728¢		\$1,914.55	7.2728¢
	500 GB traffic allowance		\$1,965.45	7.2728¢		\$2,260.00	7.2728¢
Unlimited traffic allowance	\$3,210.00	n/a	\$3,691.82	n/a			
5 Mbps	5 GB traffic allowance	Metro	\$1,135.45	7.2728¢	Regional	\$1,305.45	7.2728¢
	20 GB traffic allowance		\$1,175.45	7.2728¢		\$1,350.91	7.2728¢
	50 GB traffic allowance		\$1,280.00	7.2728¢		\$1,471.82	7.2728¢
	100 GB traffic allowance		\$1,385.45	7.2728¢		\$1,592.73	7.2728¢
	150 GB traffic allowance		\$1,470.00	7.2728¢		\$1,690.91	7.2728¢
	200 GB traffic allowance		\$1,600.00	7.2728¢		\$1,840.00	7.2728¢
	300 GB traffic allowance		\$1,750.00	7.2728¢		\$2,012.73	7.2728¢
	500 GB traffic allowance		\$2,050.00	7.2728¢		\$2,357.27	7.2728¢
	1000 GB traffic allowance		\$2,895.45	7.2728¢		\$3,329.09	7.2728¢
Unlimited traffic allowance	\$3,920.00	n/a	\$4,508.18	n/a			
6 Mbps	5 GB traffic allowance	Metro	\$1,295.45	7.2728¢	Regional	\$1,489.09	7.2728¢
	20 GB traffic allowance		\$1,335.45	7.2728¢		\$1,535.45	7.2728¢
	50 GB traffic allowance		\$1,375.45	7.2728¢		\$1,580.91	7.2728¢
	100 GB traffic allowance		\$1,480.00	7.2728¢		\$1,701.82	7.2728¢
	150 GB traffic allowance		\$1,565.45	7.2728¢		\$1,800.00	7.2728¢
	200 GB traffic allowance		\$1,695.45	7.2728¢		\$1,949.09	7.2728¢
	300 GB traffic allowance		\$1,845.45	7.2728¢		\$2,121.82	7.2728¢
	500 GB traffic allowance		\$2,145.45	7.2728¢		\$2,466.36	7.2728¢
	1000 GB traffic allowance		\$2,965.45	7.2728¢		\$3,410.00	7.2728¢
Unlimited traffic allowance	\$4,330.00	n/a	\$4,979.09	n/a			
8 Mbps	5 GB traffic allowance	Metro	\$1,435.45	7.2728¢	Regional	\$1,650.00	7.2728¢
	20 GB traffic allowance		\$1,475.45	7.2728¢		\$1,696.36	7.2728¢
	50 GB traffic allowance		\$1,515.45	7.2728¢		\$1,741.82	7.2728¢



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Access Speed	Gigabyte Allowance	Coverage	Monthly charge	Excess usage charge (per MB)	Coverage	Monthly charge	Excess usage charge (per MB)
			(GST excl.)	(GST excl.)		(GST excl.)	(GST excl.)
10 Mbps	100 GB traffic allowance		\$1,620.00	7.2728¢		\$1,862.73	7.2728¢
	150 GB traffic allowance		\$1,705.45	7.2728¢		\$1,960.91	7.2728¢
	200 GB traffic allowance		\$1,835.45	7.2728¢		\$2,110.00	7.2728¢
	300 GB traffic allowance		\$1,985.45	7.2728¢		\$2,282.73	7.2728¢
	500 GB traffic allowance		\$2,285.45	7.2728¢		\$2,628.18	7.2728¢
	1000 GB traffic allowance		\$3,105.45	7.2728¢		\$3,570.91	7.2728¢
	Unlimited traffic allowance		\$5,955.45	n/a		\$6,848.18	n/a
	5 GB traffic allowance	Metro	\$1,510.00	7.2728¢	Regional	\$1,736.36	7.2728¢
	20 GB traffic allowance		\$1,550.00	7.2728¢		\$1,782.73	7.2728¢
	50 GB traffic allowance		\$1,595.45	7.2728¢		\$1,834.55	7.2728¢
	100 GB traffic allowance		\$1,700.00	7.2728¢		\$1,955.45	7.2728¢
	150 GB traffic allowance		\$1,785.45	7.2728¢		\$2,052.73	7.2728¢
	200 GB traffic allowance		\$1,915.45	7.2728¢		\$2,201.82	7.2728¢
	300 GB traffic allowance		\$2,065.45	7.2728¢		\$2,374.55	7.2728¢
	500 GB traffic allowance		\$2,365.45	7.2728¢		\$2,720.00	7.2728¢
	1000 GB traffic allowance		\$3,185.45	7.2728¢		\$3,662.73	7.2728¢
	2000 GB traffic allowance		\$4,725.45	7.2728¢		\$5,433.64	7.2728¢
	Unlimited traffic allowance		\$7,210.00	n/a		\$8,291.82	n/a

Megalink

7.9 Where you choose Megalink as the connecting carriage service for your Telstra Internet Direct Premium Package service, we charge you the following monthly charges:

Access Speed	Coverage	Gigabyte Allowance	Monthly charge	Excess usage charge (per MB)
2 Mbps	Coverage less than 500m or Intra-CBD	5 GB traffic allowance	\$800.00	10.91¢
		10 GB traffic allowance	\$810.00	10.91¢
		20 GB traffic allowance	\$860.00	10.91¢
		40 GB traffic allowance	\$890.00	10.91¢
		80 GB traffic allowance	\$940.00	10.91¢
		150 GB traffic allowance	\$1,100.00	10.91¢
		unlimited traffic allowance	\$2,080.00	n/a
	Coverage from 500m to less than 4km	5 GB traffic allowance	\$1,400.00	10.91¢
		10 GB traffic allowance	\$1,410.00	10.91¢
		20 GB traffic allowance	\$1,460.00	10.91¢
		40 GB traffic allowance	\$1,480.00	10.91¢
		80 GB traffic allowance	\$1,540.00	10.91¢
		150 GB traffic allowance	\$1,700.00	10.91¢
		unlimited traffic allowance	\$2,680.00	n/a

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Coverage from 4km to less than 11km	5 GB traffic allowance	\$1,890.00	10.91¢
	10 GB traffic allowance	\$1,900.00	10.91¢
	20 GB traffic allowance	\$1,940.00	10.91¢
	40 GB traffic allowance	\$1,970.00	10.91¢
	80 GB traffic allowance	\$2,030.00	10.91¢
	150 GB traffic allowance	\$2,180.00	10.91¢
	unlimited traffic allowance	\$3,170.00	n/a
Coverage from 11km to less than 29km	5 GB traffic allowance	\$2,440.00	10.91¢
	10 GB traffic allowance	\$2,450.00	10.91¢
	20 GB traffic allowance	\$2,500.00	10.91¢
	40 GB traffic allowance	\$2,530.00	10.91¢
	80 GB traffic allowance	\$2,580.00	10.91¢
	150 GB traffic allowance	\$2,740.00	10.91¢
	unlimited traffic allowance	\$3,720.00	n/a

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Ethernet MAN (single uplink)

- 7.10 If you signed up for your Internet Direct Service before 9 August 2010 and chose Ethernet MAN (single uplink) as the connecting carriage service for your Telstra Internet Direct Premium Package service, see Part E - Telstra Internet Direct (non-current plans) section of Our Customer Terms for monthly charges:
- 7.11 If you signed up for your Telstra Internet Direct service on and from 9 August 2010 and chose Ethernet MAN (single uplink) as the connecting carriage service for your Telstra Internet Direct Premium Package service, the monthly charges for your are set out in your separate agreement with us.

Ethernet MAN (dual uplink)

- 7.12 If you signed up for your Internet Direct Service before 9 August 2010 and chose Ethernet MAN (dual uplink) as the connecting carriage service for your Telstra Internet Direct Premium Package service, see Part E - Telstra Internet Direct (non-current plans) section of Our Customer Terms for monthly charges:
- 7.13 If you signed up for your Telstra Internet Direct service on and from 9 August 2010 and chose Ethernet MAN (dual uplink) as the connecting carriage service for your Telstra Internet Direct Premium Package service, the monthly charges for your are set out in your separate agreement with us.

8 Multi-site pricing

- 8.1 We have two types of multi-site pricing plans available on request:
- (a) customised tiered pricing; or
 - (b) volume based multi-site pricing.
- 8.2 If you apply for customised tiered pricing and we accept your application, we charge you a monthly charge based on a custom monthly traffic allowance for all your services that qualify for the customised tiered pricing plan. Your traffic allowance, monthly charge and excess usage charge will be set out in a separate agreement with us.
- 8.3 If you apply for volume based multi-site pricing for your sites and we accept your application, we charge you a monthly usage charge for each Megabyte of traffic you receive across all your services that qualify for the volume based multi-site pricing plan. The usage charge is determined at the end of the month based on which of the bands your monthly traffic (measured in Megabytes) falls within. We charge you the minimum monthly usage charge if your usage for all your services results in a monthly usage charge below this amount. Your minimum usage charge, your traffic usage bands and your

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monthly usage charges will be set out in a separate agreement with us.

- 8.4 You must meet and maintain the minimum commitment of sites for your multi-site pricing plan, as set out in your agreement with us.
- 8.5 If you are within your ordering term (as set out in your agreement with us), you may add new services or cancel existing services at any time provided that you meet and maintain the minimum commitment at all times.
- 8.6 If you are outside your ordering term (as set out in your agreement with us) and you wish to add additional sites to your existing multi-site pricing plan then you may:
- (a) apply for the additional sites as standalone sites (if you have an ADSL multi-site plan with us, you will need to apply for additional standalone Business Broadband ADSL sites); or
 - (b) purchase an additional multi-site pricing plan; or
 - (c) upgrade your existing multi-site pricing plan for a new minimum term,
- depending on the number of additional sites you are applying for.
- 8.7 If you cancel your Telstra Internet Direct service on a multi-site pricing plan, we may charge you the early termination charge set out in your agreement with us.

ADSL

- 8.8 If you apply for a multi-site pricing plan with ADSL as your connecting carriage service, the following terms apply to you.
- 8.9 ADSL is not available everywhere. Availability depends on a number of factors, including the length of cable to the nearest telephone exchange and the quality of the existing telephone service.
- 8.10 You can get an indication of whether ADSL is available to you by visiting the [Internet Direct page of our website](#) to check that your telephone line and exchange can support ADSL (but you must not rely on this information. It is only indicative.)
- 8.11 You must have a basic telephone service provided by us or someone else on our public switched telephone network for us to provide ADSL to you. You have to be the end user of that telephone service and stay the end user while you receive the Telstra Internet Direct service. If we supply the underlying telephone service to you, it is on the terms set out in the [Basic Telephone Service section](#) of Our Customer Terms.
- 8.12 You have to tell us if the basic telephone service over which we provide ADSL is cancelled. We cannot keep providing ADSL to you if that basic telephone service is cancelled, but we will continue to charge you for your Telstra Internet Direct service until

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you cancel it.

- 8.13 Your telephone service may be disrupted several times while we connect ADSL to your basic telephone service.
- 8.14 We can charge you additional charges if your connection or installation of the Telstra Internet Direct service is not standard (eg, because it is in a difficult location or because of obstacles in the terrain or a dwelling unit, or in commercial premises). We will provide you a quote for the work based on your particular circumstances.
- 8.15 If you ask us to install any additional telephone outlets for your Telstra Internet Direct service at your premises, we charge you our standard fee-for-service charges for installing them.

Our fee-for-service charges are set out in the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms.

- 8.16 If you signed up for your Telstra Internet Direct service on and from 9 August 2010 and we need to attend your premises, we may charge you the onsite installation charge set out below. We will arrange for a technician to visit your premise during our business hours and install the service and connecting carriage service together.

Connection	Once off charge (GST excl.)
Onsite installation	\$181.82

- 8.17 We do not promise successful data transmission using ADSL. Temporary interruptions and packet loss may occur from time to time. ADSL does not suit applications that are sensitive to delay, delay variation or packet loss (such as voice or real-time streaming) or require high-volume continuous file transfers.
- 8.18 The transmission method for our ADSL is asynchronous transfer mode (ATM) with an unspecified bit rate. We can introduce new underlying network transport technology (from time to time) to deliver ADSL to you. Any new technology will operate with Internet-grade characteristics.
- 8.19 Our ADSL network is a best efforts network, shared by many end users. It is engineered to an average throughput per end user of 15 Kbps. The shared nature of our ADSL network means that throughput will vary depending on the number of end users connected at the same time and the associated line transmission rates of those end users.
- 8.20 If you select High Speed ADSL (and it is available to you), you may connect to the best possible downstream speed that is available on your line, at a price agreed with us. Your price will not be affected by the speed that is achieved by you.

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- 8.21 If you obtain High Speed ADSL, we will deliver your service via ADSL1 or ADSL2+ technology (as determined by us for each service). This technology provides the following capabilities for some customers:
- (a) ADSL1: access speeds up to 8,000Kbps (Downstream) and up to 384Kbps (Upstream); or
 - (b) ADSL2+: access speeds up to 20,000Kbps (Downstream) and up to 1,000Kbps (Upstream).
- 8.22 You acknowledge that actual speeds may often be less and vary due to a number of factors including network configuration, line quality and length, exchange type, customer premises interference, customer location, distance from the telephone exchange, traffic and hardware and software configuration. About 50% of High Speed ADSL customers in ADSL2+ areas will have access speeds around 10,000Kbps or more. About 70% of High Speed ADSL customers in ADSL1 areas will have access speeds around 6,000Kbps or more.
- 8.23 In some cases, where we reasonably consider it necessary to improve network performance, we may need to reduce the maximum achievable speed on your High Speed ADSL Telstra Internet Direct service (but not below 1500/256Kbps) for a period we reasonably consider necessary. If this happens, we will give you notice as soon as practicable and if we are reasonably satisfied that you are materially worse off from the change, you may cancel your High Speed ADSL Telstra Internet Direct service by giving us notice within 42 days of the date we notify you of the change. If you cancel your High Speed ADSL Telstra Internet Direct service for this reason:
- (a) your High Speed ADSL Telstra Internet Direct service will be cancelled from the date the change takes effect; and
 - (b) you will not have to pay us the applicable early termination charge (if any) but you will need to pay us for any installation fees and cost of equipment we have provided to you that you have not paid us for (as long as the equipment can be used in connection with services supplied by another provider).
- 8.24 We will deliver High Speed ADSL as a “best efforts” service, with no guarantee on the peak speeds achievable.
- 8.25 Some products may be incompatible with ADSL and so will not be available to you.
- 8.26 If you signed up for your Telstra Internet Direct service before 30 May 2013 with ADSL as the connecting carriage service, you must ensure that you only use equipment that has been approved by us with your Telstra Internet Direct service using ADSL on a multi-site pricing plan. For a list of equipment which has been approved by us, please visit the [Equipment page of the Telstra website](#). We are not responsible for any loss, damage, costs or expenses incurred by you if you use your Telstra Internet Direct service contrary

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to these requirements.

- 8.27 If you signed up for your Telstra Internet Direct on or after 30 May 2013 with ADSL as your connecting carriage service, you must ensure that your equipment meets the International Telecommunication Union (ITU) standard for ADSL, being either ADSL2+: G.992.5 (Annex A) for ADSL2+ services, or ADSL: G.992.1 (Annex A) for ADSL services. To confirm compliance you should check that your equipment packaging or labelling specifies that it complies with those standards, or contact your equipment manufacturer for advice.
- 8.28 You have to tell us if you have or get a security alarm monitoring service connected to the telephone service over which we provide ADSL. You also have to call us on 1800 065 744 (or another number we tell you) before any disconnection or potential disruption to your telephone service, including because you are installing or maintaining equipment.
- 8.29 You may also wish to tell your security company that you have ADSL installed because there may be a disruption to your telephone service while we install it.

9 Other charges

Backchannel charges

- 9.1 If the total traffic you send in a month through all access ports on your account (other than access ports for which you have chosen the unlimited traffic allowance pricing option) exceeds the total traffic you receive in that month through those access ports by more than four times (i.e. a greater than 4:1 ratio), we may charge you a backchannel charge for each additional Megabyte of traffic you send in that month in excess of the 4:1 ratio.

Backchannel charge	GST excl.
Per additional MB	4¢

Changing your service

- 9.2 To make a change you have to pay all outstanding charges for your service before we accept your request to change. You acknowledge that any change to your service will take effect from implementation into our billing systems.

Changing the point of presence

- 9.3 We charge you the following charge for changing the point of presence to which your connecting carriage service is connected. This charge is in addition to any charges that might apply to the connecting carriage service.

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Changing the point of presence	GST excl.
For each change for ADSL customers	\$81.82
For each change for other customers	\$250.00

Relocating an existing service

- 9.4 If you signed up for your Telstra Internet Direct service on and from 9 August 2010 and before 27 July 2015, we charge you the following charge for relocating an existing service:

Relocating a service	GST excl.
For each change for ADSL customers	\$81.82

- 9.5 If you signed up for your Telstra Internet Direct service on and from 27 July 2015, the charges for relocating an existing service are set out in your separate agreement with us.

Downgrading an existing pricing plan or transmission speed

- 9.6 We charge you the following charge for downgrading an existing pricing plan or transmission speed:

Downgrading an existing pricing plan or transmission speed	GST excl.
For each change	\$500.00

Changing customer

- 9.7 If we permit you to change the customer for your Telstra Internet Direct service or Telstra Internet Direct Premium Package service, we charge you the following charge:

Changing customer	GST excl.
For each change	\$150.00

Telstra Internet Direct Premium Packages services - other charges

Changing your connecting carriage service

- 9.8 If you would like to change your connecting carriage service for your Telstra Internet

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Direct Premium Package service, you will need to cancel your existing Telstra Internet Direct Premium Package service and apply for a new service. We may charge you the applicable early termination charge if you cancel your existing Telstra Internet Direct Premium Package service before the expiry of your minimum term.

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

Administrative charges	GST excl.
For upgrading or downgrading the transmission speed of your Telstra Internet Direct Premium Package service, without changing your redundancy option:	
For a standard or single uplink service	\$500.00
For a partially redundant service	\$1,000.00
For a fully redundant service	\$1,000.00
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	Nil
between bands 5 to 6	\$50.00
between bands 6 to 8	\$500.00
Note that this charge does not apply to single uplink services	
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	\$100.00
For changing your connecting carriage service (plus any additional charges if this does not cover the infrastructure cost of installing Ethernet MAN)	\$1,500.00
Note that this charge includes changing an Ethernet MAN carriage service to:	
<ul style="list-style-type: none"> • a single uplink service from a standard service; or • a standard service from a single uplink service. 	
For changing your redundancy option	
From standard or single uplink service to partially redundant service	\$1,500.00
From partially redundant service to standard or single uplink service	\$1,500.00
From standard, single uplink or partially redundant service to fully redundant service	\$30,000.00
From fully redundant service to standard, single uplink or partially redundant service	\$5,000.00

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

Band	Bandwidth (Mbps)
1	2 – 12
2	10 – 20
3	16 – 40
4	32 – 80
5	60 – 150
6	100 – 300
7	200 – 500
8	500 – 1000

- 9.10 If you ask to change the link bandwidth on your Telstra Internet Direct Premium Package service, you have to check that the change has taken effect. We calculate charges for the service by 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.

Excess usage cap fee

- 9.11 If you exceed your chosen monthly traffic allowance for your Telstra Internet Direct Premium Package service and you acquired that service on and from 27 July 2015, an excess usage cap fee may apply, which we can confirm on request. This fee is set out in your separate agreement with us and is in addition to your monthly and other charges.

10 Other features

Exchange Mail

- 10.1 The Exchange Mail service is an email platform based on Microsoft Exchange. You may apply for Exchange Mail:
- (a) as an optional extra to your Telstra Internet Direct service or Telstra Internet Direct Premium Package service; and
 - (b) through a portal or some other means that we make available to you.
- 10.2 The applicable terms for the Exchange Mail service are set out in the [Managed ICT](#)

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[Services section](#) of Our Customer Terms.

Antivirus and Antispam

- 10.3 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) to aim to (but may not) reject known viruses; and
 - (b) **Antispam feature** - uses commercially available software to scan incoming SMTP email messages (and attachments to those email messages) to aim to (but may not) reject known spam.
- 10.4 Where the Antivirus feature determines that an email message (or an attachment to that email) is infected, the Antivirus feature will:
- (a) delete the email message (including any attachments); or
 - (b) repair the email message (or attachment).
- 10.5 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.
- 10.6 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).
- 10.7 You need a registered domain name to use the AV/AS service.
- 10.8 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.
- 10.9 We recommend that for each 50 mailboxes we scan for you in a month, you should acquire and maintain at least 2 kbps of internet capacity from your Telstra Internet Direct service.
- 10.10 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 Telstra Internet Direct service;
 - (b) 12 month option; or
 - (c) 24 month option.

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10.11 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 Helpdesk;
- (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).

10.12 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; or
- (c) use the AV/AS service to originate, send or relay spam or intentionally launch viruses.

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

10.14 We will provide help desk support for the AV/AS service through the Helpdesk.

10.15 We charge you the following charges 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.

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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
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

- 10.16 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.
- 10.17 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.
- 10.18 We will commence charging you for your AV/AS service from the date we advise you that configuration of your service by us is complete.
- 10.19 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.

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- 10.20 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.
- 10.21 You must change the way you use the AV/AS service in the way we tell you, but we must act reasonably.
- 10.22 The service assurance and network availability targets which apply to the Telstra Internet Direct service do not apply to the AV/AS service.
- 10.23 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.
- 10.24 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).
- 10.25 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 Telstra Internet Direct service.
- 10.26 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.
- 10.27 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.
- 10.28 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.

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11 Redundant services

What is a redundant service?

- 11.1 A redundant service is a back-up Telstra Internet Direct service with the same connecting carriage service as your primary Telstra Internet Direct service. You can use a redundant service if your primary Telstra Internet Direct service fails, suffers service interruption or has insufficient capacity.
- 11.2 You can apply for a redundant service if you have a connecting carriage service other than ADSL.
- 11.3 The transmission speed of your redundant service cannot be higher than for your primary service.
- 11.4 All the same terms (including price) apply to your redundant service as apply to your primary service.

12 Temporary services

What is a temporary service?

- 12.1 You can ask for a temporary service for up to three months if you have one of the following connecting carriage services:
- ADSL; or
 - Ethernet Lite.
- 12.2 The temporary service option only applies to your Telstra Internet Direct service. Whether or not you can get your connecting carriage service as a temporary service depends on the terms that apply to the connecting carriage service.

Connection charges

- 12.3 We charge you a connection charge of 1.5 times our standard connection charge set out under “Connection Charges” in this Part A – Telstra Internet Direct of the Internet Solutions section of Our Customer Terms for implementing an access port for a temporary service.

Monthly charges

- 12.4 We charge you the following monthly charge for your temporary service as well as the usage charge for each Megabyte of traffic you receive:

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Monthly charges (temporary services) and usage charges	Monthly charge	Usage charge (per MB)
	(GST excl.)	(GST excl.)
For each temporary service	\$20.00	19¢

cancelling or migrating your temporary service

- 12.5 Before the end of the three-month term for your temporary service, you have to tell us whether you want to cancel the service or migrate it to one of our standard pricing plans.
- 12.6 If you have not told us what you want us to do with your temporary service by the end of the three-month term, we may cancel the service after telling you in writing at least 30 days beforehand unless we obtain your consent to migrate it to a standard pricing plan.

13 Service assurance and network performance

Telstra Internet Direct service provisioning times

- 13.1 We aim (but do not guarantee) to implement an access port connection at our point of presence within five business days from the day we tell you that we have processed your application if you already have a connecting carriage service.
- 13.2 If you apply for a new connecting carriage service with your service we try to implement the connection in accordance with the standard provisioning time for the connecting carriage service.
- We count the time it takes to provision your access port connection from the day we tell you we have processed your application.
- 13.3 Once we tell you that we have implemented an access port connection, you need to make an appointment within 30 days to complete the commissioning (if we require commissioning or you ask for it).
- 13.4 If you do not make the appointment within that time, after making reasonable attempts to contact you to obtain such an appointment, we can decide whether to cancel your application (and charge you our reasonable costs incurred for cancelling your application) or start charging you for the Telstra Internet Direct service.
- 13.5 If you ask us to change the transmission speed and we agree, we aim (but do not guarantee) to make the change within the standard provisioning times for your connecting carriage service.

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Telstra Internet Direct Premium Package service provisioning times

- 13.6 We aim (but do not guarantee) to provision your Telstra Internet Direct Premium Package service within the following timeframes (if existing infrastructure is available) depending on your connecting carriage service.

Connecting Carriage Service	Provisioning time (business days)
Ethernet Lite (or Business DSL) service – existing	10
Ethernet Lite service – new	20
Megalink service – existing	10
Megalink service – new	20
Ethernet MAN service (single uplink or dual uplink) – existing	5
Ethernet MAN service (single uplink or dual uplink) – new	20

- 13.7 We measure the timeframes above from the day we tell you that we have processed your application.

Telstra Internet Direct Premium Package service availability level

- 13.8 We aim (but do not guarantee) to make sure the service availability of at least the following for each month:

Connecting carriage service	Service availability level
Ethernet Lite	99.80%
Megalink	99.90%
Ethernet MAN Single Uplink	99.9%
Ethernet MAN Dual Uplink (excluding services connected in Northern Territory)	99.95%
Ethernet MAN Dual Uplink (connected in Northern Territory)	99.94%

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

Network availability level

- 13.10 We aim (but do not guarantee) to make sure the network availability is at least 99.95% for

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each month.

13.11 We measure network availability as follows:

Your connection	Network availability
If you are connected to a primary point of presence (primary POP):	<p>The percentage of time that our intercapital network was functioning correctly.</p> <p>This is measured as the total number of minutes at least one primary POP in each city was available according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.</p>
If you have a different connection:	<p>The percentage of time that our intercapital network and our regional network for the point of presence to which you are connected was functioning correctly.</p> <p>This is measured as the total number of minutes at least one primary POP in each city was available and the point of presence to which you are connected was available, according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.</p>

A **primary POP** is a point of presence at one of the following exchanges:

City	Exchange
Adelaide	Flinders, Waymouth
Brisbane	Charlotte, Woolloongabba
Canberra	Civic, Deakin
Melbourne	Lonsdale, Windsor
Perth	Pier, Wellington
Sydney	Chatswood, Kent

Our Intercapital network is the network of intercapital transmission links and equipment connecting Adelaide, Brisbane, Canberra, Melbourne, Perth and Sydney, which is part of our Internet access network.

Our regional network is the network of transmission links and equipment connecting a point of presence other than a primary POP to our intercapital network, which is part of our Internet access network.

13.12 We do not count scheduled outages when working out network availability or core network availability for a month (see below).

13.13 Our systems calculate network availability measurements. If our systems fail, this does

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not mean that our Internet network was not available.

13.14 When we measure network availability or core network availability, we are not measuring the availability of your connecting carriage service. If your connecting carriage service is unavailable, this is not reflected in the network availability for your Telstra Internet Direct service.

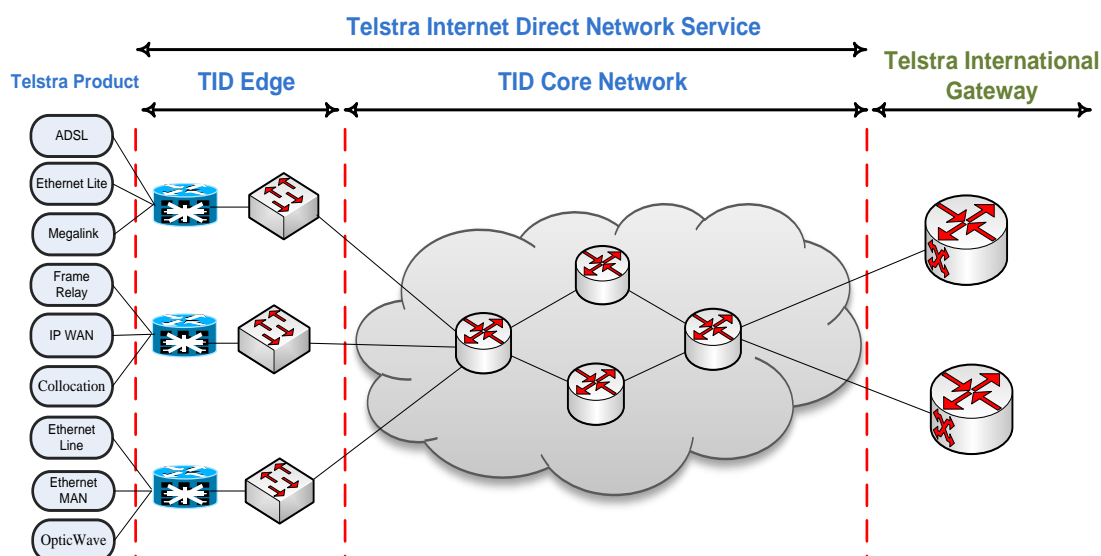
Core network availability level

13.15 We aim (but do not guarantee) to make sure the core network availability is at least 99.995% for each month.

13.16 The core network is the ability of any primary POP to pass traffic to all other primary POPs via the core. The core is deemed unavailable when it cannot pass traffic between any primary POP to any other primary POP.

13.17 Below is a diagram that shows that explains the network and the core network. Please note:

- (a) “network availability” refers to the TID Edge and the TID Core Network; and
- (b) “core network availability” refers to the TID Core Network only.



Scheduled outages

13.18 Sometimes we perform scheduled maintenance, upgrades or repairs to our Internet access network or connecting carriage service and all or part of the Telstra Internet Direct service, connecting carriage service or Telstra Internet Direct Premium Package service is

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not available as a result. This is a scheduled outage.

- 13.19 We aim (but do not guarantee) to tell you about scheduled outages at least five business days beforehand. We can do this by posting information on the [CustData web page](#) on the Telstra Internet Direct page on our website or by sending an e-mail to the person you have nominated as your technical contact.
- 13.20 We aim (but do not guarantee) to make sure scheduled outages are performed between 2:00 am and 7:00 am (your local time) and do not exceed a total of 7 hours in a week or 14 hours in a quarter.

Helpdesk

- 13.21 You must promptly tell our Internet Direct Helpdesk about any service difficulty and give us all available details we need to help us investigate it.
- 13.22 You can report service difficulties to us 24 hours a day, seven days a week by calling our Helpdesk on the number we specify from time to time.
- 13.23 For a Telstra Internet Direct Premium Package service this includes difficulties with the operation of your connecting carriage service.

14 Other work we do for you

- 14.1 We can charge additional fee-for-service charges for additional works associated with service activation (eg installing additional outlets for your ADSL service and connecting access ports outside our business hours.)
- 14.2 For details of these and other charges for installation, maintenance, consultancy and after sales activities not covered by a standard charge see “Our Customer Terms [Fee-for-service \(Other work we do for you\)](#)”.

15 Special meanings

- 15.1 The following words have the following meanings:

an **access port** is the point at which a connecting carriage service connects to our point of presence

business day means any day, other than a Saturday, Sunday or recognised public holiday in the state in which your premises are located

a **point of presence** or **POP** is the place where a connecting carriage service connects to our Internet access network

traffic allowance is the number of gigabytes of traffic that you can receive in a month

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that are included in the monthly standard charge

transmission speed for an access port is the maximum data transfer capacity (measured in bits per second) that we have configured the access port for

- 15.2 This section needs to be read in conjunction with those parts of Our Customer Terms that relate to your eligible services. Various names for particular kinds of services, charges, pricing packages and discount offers are contained in those sections and have the same meaning here. Words defined in [the General Terms](#), [the Basic Telephone Service section](#) and the section that relates to each of the available connecting carriage services have the same meaning in this section.