Contents

Click on the section that you are interested in.

1	About this Part Our Customer Terms Inconsistencies	3 3 3
2	General Availability Acceptable use Billing Software Transmission Your responsibilities Suspending your Telstra Internet Direct (FTTP) Volume Based M	3 3 4 4 4 4
	Cancelling your Telstra Internet Direct (FTTP) Volume Based M	-
3	Telstra Internet Direct (FTTP) Volume Based Multi-site What is the Telstra Internet Direct (FTTP) Volume Based Multi-s Minimum commitment	5 ite service? 5 6
4	Standard features Static IP address Internet Direct Secondary MX mail server Domain Name Servers (DNS) Helpdesk	6 6 7 8 9
5	Connection charges Telstra Internet Direct (FTTP) Volume Based Multi-site service Putting your order on hold	9 9 9
6	Monthly charges FTTP	10 10
7	Other charges Backchannel charges Changing your service Relocating an existing service Downgrading an existing pricing plan or transmission speed Changing customer	12 12 12 13 13 13
8	Other features Exchange Mail Antivirus and Antispam	13 13 14
9	Temporary services What is a temporary service? Connection charges Monthly charges Cancelling or migrating your temporary service	18 18 18 18 18



Our Customer Terms

Telstra Internet Direct (FTTP) Volume Based Multi-site

10	Service assurance and network performance	18
	Telstra Internet Direct (FTTP) Volume Based Multi-site	service provisioning times
	Telstra Internet Direct (FTTP) Volume Based Multi-site	
		19
	Network availability level	19
	Scheduled outages	21
	Helpdesk	21
11	Other work we do for you	21
12	Special meanings	22



Certain words are used with the specific meanings set out on page 22 and in <u>the General Terms</u> <u>of Our Customer Terms</u>.

1 About this Part

Our Customer Terms

- 1.1 This is the Telstra Internet Direct (FTTP) Volume Based Multi-site section of Our Customer Terms.
- 1.2 <u>The General Terms of Our Customer Terms</u> apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in this Telstra Internet Direct (FTTP) Volume Based Multi-site section, then this Telstra Internet Direct (FTTP) Volume Based Multi-site section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of this Telstra Internet Direct (FTTP) Volume Based Multi-site 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 Telstra Internet Direct (FTTP) Volume Based Multi-site is available to our retail customers, only in the South Brisbane (SOTH) Exchange Service Area (ESA). The service is not available to Telstra wholesale customers or for resale. From 14 January 2022, new Telstra Internet Direct (FTTP) Volume Based Multi-site services are not available to retail customers managed by Telstra Enterprise.

Acceptable use

- 2.2 You have to do what we reasonably tell you to do relating to your use of the Telstra Internet Direct (FTTP) Volume Based Multi-site service, including complying with our <u>Acceptable Usage Policy</u> (as we may vary from time to time).
- 2.3 You must not use the Telstra Internet Direct (FTTP) Volume Based Multi-site service, or let anyone use the Telstra Internet Direct (FTTP) Volume Based Multi-site 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 (FTTP) Volume Based Multi-site service from your equipment; or
- (j) in breach of our Acceptable Usage Policy.

Billing

2.4 You must set up your Telstra account for monthly billing in order for us to provide the Telstra Internet Direct (FTTP) Volume Based Multi-site service to you.

Software

2.5 Any software we supply you in connection with your Telstra Internet Direct (FTTP) Volume Based Multi-site service is subject to the terms and conditions that accompany it.

Transmission

2.6 We do not promise successful data transmission using the Telstra Internet Direct (FTTP) Volume Based Multi-site service. Temporary interruptions and packet loss may occur from time to time.

Your responsibilities

- 2.7 It is your responsibility to choose, supply, configure and maintain your own facilities and equipment (at your expense).
- 2.8 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.

- 2.9 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.
- 2.10 You are responsible for the purpose or purposes for which you use your Telstra Internet Direct (FTTP) Volume Based Multi-site 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 (FTTP) Volume Based Multi-site service

- 2.11 We can suspend your Telstra Internet Direct (FTTP) Volume Based Multi-site service immediately, if we believe on reasonable grounds that your service is being used contrary to our <u>Acceptable Usage Policy</u> (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 (FTTP) Volume Based Multi-site service terms.
- 2.12 If we suspend your Telstra Internet Direct (FTTP) Volume Based Multi-site 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.
- 2.13 We can cancel your Telstra Internet Direct (FTTP) Volume Based Multi-site 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 (FTTP) Volume Based Multi-site service

- 2.14 If your Telstra Internet Direct (FTTP) Volume Based Multi-site service is cancelled we will also cancel your connecting carriage service.
- 2.15 If your Telstra Internet Direct (FTTP) Volume Based Multi-site 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 (FTTP) Volume Based Multi-site 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.

3 Telstra Internet Direct (FTTP) Volume Based Multi-site

What is the Telstra Internet Direct (FTTP) Volume Based Multi-site service?

3.1 The Telstra Internet Direct (FTTP) Volume Based Multi-site service gives you a high performance, carrier-grade, dedicated connection to the Internet via our points of presence



around Australia.

- 3.2 We provide the Telstra Internet Direct (FTTP) Volume Based Multi-site 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 A passive fibre optic cable network access connection is used as the connecting carriage service for all Telstra Internet Direct (FTTP) Volume Based Multi-site services.

Minimum commitment

- 3.4 You must take your Telstra Internet Direct (FTTP) Volume Based Multi-site 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 (FTTP) Volume Based Multi-site service to you.

4 Standard features

Access to the Internet backbone

- 4.1 The Telstra Internet Direct (FTTP) Volume Based Multi-site 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.
- 4.2 We will do what is reasonable to maintain access routes and interconnection agreements with other member networks of the Internet.

Static IP address

- 4.3 As part of your Telstra Internet Direct (FTTP) Volume Based Multi-site 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.
- 4.4 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).
- 4.5 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



Telstra Internet Direct (FTTP) Volume Based Multi-site

Direct (FTTP) Volume Based Multi-site service. We reserve all other rights in the IP Address.

- 4.6 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.
- 4.7 You may apply for additional IP Addresses.
- 4.8 If you are migrating from another Internet Service Provider to a Telstra Internet Direct (FTTP) Volume Based Multi-site 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

4.9 You can access the <u>CustData web page</u> to access near real-time information and tools on your Internet traffic, service levels and account details.

Newsgroups

- 4.10 The Telstra Internet Direct (FTTP) Volume Based Multi-site service gives you two options for receiving news services. You can choose:
 - (a) access to our Network News Reader Protocol (NNRP) server; and/or
 - (b) access to our Network News Transfer Protocol (NNTP) server.
- 4.11 We give you automatic access to our NNRP server as part of your Telstra Internet Direct (FTTP) Volume Based Multi-site service. You can ask us to give you access to our NNTP server by contacting the Helpdesk.

No outgoing email

4.12 The Telstra Internet Direct (FTTP) Volume Based Multi-site 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

- 4.13 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.
- 4.14 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

Telstra Internet Direct (FTTP) Volume Based Multi-site

your primary server.

- 4.15 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 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.
- 4.16 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.
- 4.17 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.
- 4.18 You cannot use the Internet Direct Secondary MX mail server service with Exchange Mail.

Domain Name Servers (DNS)

- 4.19 You can apply for us to host a domain name on one of our DNS servers. You can do this through the CustData webpage.
- 4.20 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.

4.21 If your Telstra Internet Direct (FTTP) Volume Based Multi-site 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 (FTTP) Volume Based Multi-site service or to another provider.

Helpdesk

- 4.22 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.
- 4.23 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).

5 Connection charges

- 5.1 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 <u>Fee-for-Service (Other work we do for you) section</u> of Our Customer Terms) to connect access ports outside our business hours.
- 5.2 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 (FTTP) Volume Based Multi-site service

5.3 We charge you the following access port charges for your Telstra Internet Direct (FTTP) Volume Based Multi-site service per site:

Access port connection charge	GST excl.
FTTP connecting carriage service	\$81.82

Putting your order on hold

5.4 If you have applied for a Telstra Internet Direct (FTTP) Volume Based Multi-site service and ask us to put your application on hold, we may charge you the following administrative charge:

Held order charge	GST excl.
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Telstra Internet Direct (FTTP) Volume Based Multi-site

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

5.5 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.

6 Monthly charges

- 6.1 If you apply for the Telstra Internet Direct (FTTP) Volume Based Multi-site service 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 monthly usage charges will be set out in a separate agreement with us.
- 6.2 You must meet and maintain the minimum commitment of sites for your multi-site pricing plan, as set out in your agreement with us.
- 6.3 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.
- 6.4 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 volume based multi-site pricing plan then you may:
 - (a) apply for the additional sites as standalone sites (you will need to apply for additional standalone Telstra Business Broadband FTTP services at those sites); or
 - (b) purchase an additional volume based multi-site pricing plan; or
 - (c) upgrade your existing volume based multi-site pricing plan for a new minimum term,

depending on the number of additional sites you are applying for.

FTTP

6.5 You must have a basic telephone service provided by us or someone else on our public switched telephone network for us to provide FTTP to you as your connecting carriage

Telstra Internet Direct (FTTP) Volume Based Multi-site

service. You have to be the end user of that telephone service and stay the end user while you receive the Telstra Internet Direct (FTTP) Volume Based Multi-site service. If we supply the underlying telephone service to you, it is on the terms set out in the <u>Basic</u> Telephone Service section of Our Customer Terms.

- 6.6 You have to tell us if the basic telephone service over which we provide FTTP is cancelled. We cannot keep providing FTTP to you if that basic telephone service is cancelled, but we will continue to charge you for your Telstra Internet Direct (FTTP) Volume Based Multi-site service until you cancel it.
- 6.7 Your telephone service may be disrupted several times while we connect FTTP to your basic telephone service.
- 6.8 We can charge you additional charges if your connection or installation of the Telstra Internet Direct (FTTP) Volume Based Multi-site 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.
- 6.9 If you ask us to install any additional telephone outlets for your Telstra Internet Direct (FTTP) Volume Based Multi-site 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 <u>Fee-for-Service (Other work we do for you) section</u> of Our Customer Terms.

6.10 If 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	

- 6.11 We do not promise successful data transmission using your Telstra Internet Direct (FTTP) Volume Based Multi-site service. Temporary interruptions and packet loss may occur from time to time. Telstra Internet Direct (FTTP) Volume Based Multi-site is not suited to applications that are sensitive to delay, delay variation or packet loss (such as voice or real time video streaming) or require high volume continuous file transfers.
- 6.12 Our Broadband network (that connects your end users to you) is a best efforts network, shared by many end users. The shared nature of our Broadband 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. Some products may be

Telstra Internet Direct (FTTP) Volume Based Multi-site

incompatible with FTTP and so will not be available to you.

- 6.13 You must cancel all FTTP incompatible services that are provided on the Basic Telephone Service on which the Telstra Internet Direct (FTTP) Volume Based Multi-site service is to be installed. If you fail to cancel all FTTP incompatible services, then we will not be able to install your Telstra Internet Direct (FTTP) Volume Based Multi-site service but we may start charging you the relevant fees under these terms. The following plans, features and products are FTTP incompatible:
 - (a) all ISDN services and plans;
 - (b) pulse dialling; and
 - (c) dedicated EFTPOS.
- 6.14 You must ensure that you only use equipment that has been approved by us with your Telstra Internet Direct (FTTP) Volume Based Multi-site service. We are not responsible for any loss, damage, costs or expenses incurred by you if you use your Telstra Internet Direct (FTTP) Volume Based Multi-site service contrary to these requirements.
- 6.15 You have to tell us if you have or get a security alarm monitoring service connected to the telephone service over which we provide FTTP. 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.
- 6.16 You may also wish to tell your security company that you have FTTP installed because there may be a disruption to your telephone service while we install it.

7 Other charges

Backchannel charges

7.1 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

7.2 To make a change you have to pay all outstanding charges for your service before we

Telstra Internet Direct (FTTP) Volume Based Multi-site

accept your request to change. You acknowledge that any change to your service will take effect from implementation into our billing systems.

Relocating an existing service

7.3 We charge you the following charge for relocating an existing service:

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

Downgrading an existing pricing plan or transmission speed

7.4 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

7.5 If we permit you to change the customer for your Telstra Internet Direct (FTTP) Volume Based Multi-site service, we charge you the following charge:

Changing customer	GST excl.
For each change	\$150.00

8 Other features

Exchange Mail

- 8.1 The Exchange Mail service is an email platform based on Microsoft Exchange. You may apply for Exchange Mail as an optional extra to your Telstra Internet Direct (FTTP) Volume Based Multi-site service.
- 8.2 The applicable terms for the Exchange Mail service are set out in the <u>Managed ICT</u>

Services section of Our Customer Terms.

Antivirus and Antispam

- 8.3 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.
- 8.4 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).
- 8.5 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.
- 8.6 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).
- 8.7 You need a registered domain name to use the AV/AS service.
- 8.8 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.
- 8.9 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 (FTTP) Volume Based Multi-site service.
- 8.10 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 (FTTP) Volume Based Multi-site service;
 - (b) 12 month option; or



(c) 24 month option.

8.11 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).
- 8.12 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.
- 8.13 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.
- 8.14 We will provide help desk support for the AV/AS service through the Helpdesk.
- 8.15 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.

Set-up fee	Standard	12 month	24 month
	option (GST	option (GST	option (GST
	excl.)	excl.)	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

- 8.16 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.
- 8.17 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.
- 8.18 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.

- 8.19 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.
- 8.20 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.
- 8.21 You must change the way you use the AV/AS service in the way we tell you, but we must act reasonably.
- 8.22 The service assurance and network availability targets which apply to the Telstra Internet Direct (FTTP) Volume Based Multi-site service do not apply to the AV/AS service.
- 8.23 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.
- 8.24 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).
- 8.25 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 (FTTP) Volume Based Multi-site service.
- 8.26 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.
- 8.27 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.
- 8.28 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

Telstra

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.

9 Temporary services

What is a temporary service?

9.1 Telstra Internet Direct (FTTP) Volume Based Multi-site can be ordered as a temporary service for up to three months.

Connection charges

9.2 We charge you a connection charge of 1.5 times our standard connection charge set out under "Connection Charges" in this Telstra Internet Direct (FTTP) Volume Based Multisite of the Internet Solutions section of Our Customer Terms for implementing an access port for a temporary service.

Monthly charges

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

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

- 9.4 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.
- 9.5 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.

10 Service assurance and network performance

Telstra Internet Direct (FTTP) Volume Based Multi-site service provisioning times

10.1 We aim (but do not guarantee) to implement an access port connection at our point of



presence within ten business days from the day we tell you that we have processed your application if you already have a connecting carriage service.

10.2 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.

- 10.3 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).
- 10.4 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 (FTTP) Volume Based Multi-site service.
- 10.5 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.

Telstra Internet Direct (FTTP) Volume Based Multi-site service availability level

10.6 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
FTTP	99.2%

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

Network availability level

- 10.8 We aim (but do not guarantee) to make sure the network availability is at least 99.9% for each month.
- 10.9 We measure network availability as follows:

Your connection	Network availability
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Your connection	Network availability
If you are connected to a primary point of presence (primary POP):	The percentage of time that our intercapital network was functioning correctly.
	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.
If you have a different connection:	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.
	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.

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.

- 10.10 We do not count scheduled outages when working out network availability for a month (see below).
- 10.11 Our systems calculate network availability measurements. If our systems fail, this does not mean that our Internet network was not available.
- 10.12 When we measure 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 (FTTP) Volume Based Multi-site service.

Scheduled outages

- 10.13 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 (FTTP) Volume Based Multi-site service is not available as a result. This is a scheduled outage.
- 10.14 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 <u>CustData web page</u> on the Telstra Internet Direct (FTTP) Volume Based Multi-site page on our website or by sending an e-mail to the person you have nominated as your technical contact.
- 10.15 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

- 10.16 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.
- 10.17 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.
- 10.18 For a Telstra Internet Direct (FTTP) Volume Based Multi-site service this includes difficulties with the operation of your connecting carriage service.

11 Other work we do for you

11.1 We can charge additional fee-for-service charges for additional works associated with service activation (eg installing additional outlets for your FTTP service and connecting access ports outside our business hours.)



11.2 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)".

12 Special meanings

12.1 The following words have the following meanings:

FTTP refers to a passive fibre optic cable network access connection (also known as Fibre to the Premises)

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** 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 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

12.2 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 <u>the General Terms</u>, <u>the Basic Telephone Service section</u> and the section that relates to the available connecting carriage service have the same meaning in this section.

