

# Our Customer Terms

## Home Broadband Plans Section

### Part H – Telstra Internet Optimiser

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#### Contents

Click on the section that you are interested in.

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|   |  |   |
|---|--|---|
| 1 | <b>About this Part</b>   | 2 |
| 2 | <b>Eligibility</b>   | 2 |
| 3 | <b>Licence conditions and use of software</b>                    | 2 |
| 4 | <b>Using Telstra Internet Optimiser</b>                          | 4 |
| 5 | <b>Removal and moving premises</b>                               | 4 |
| 6 | <b>Accuracy of internet traffic detection and classification</b> | 4 |



### Part H – Telstra Internet Optimiser

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#### 1 About this Part

- 1.1 This is part of the Home Broadband section of Our Customer Terms and relates to the feature known as Telstra Internet Optimiser.
- 1.2 The Telstra Internet Optimiser feature is delivered via software on your Telstra Smart Modem.
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#### 2 Eligibility

##### Who is eligible for the Telstra Internet Optimiser feature?

- 2.1 To be eligible for the Telstra Internet Optimiser feature
- a) you must be an existing Telstra Home Internet customer;
  - b) your Telstra Home Internet service must be connected and supplied over the nbn™ network (excluding nbn Ultrafast speed plans and Fixed Wireless access types); and
  - c) you must have a Telstra Smart Modem Gen 1.1 or newer (or other eligible Telstra modem that we advise from time to time).
- 2.2 There is a limit of one active Telstra Internet Optimiser feature per eligible Telstra plan.
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#### 3 Licence conditions and use of software

- 3.1 We grant to you a revocable non-exclusive, non-transferable licence to use the Telstra Internet Optimiser software installed on the Telstra Smart Modem (IO Software) in connection with the Telstra Internet Optimiser service and in accordance with:
- a) the Documentation; and
  - b) for non-commercial purposes; and
  - c) and our reasonable directions from time to time,

**(Permitted Use).** For the avoidance of doubt, the Telstra Internet Optimiser service should not be used or relied upon for business or mission critical activities. No other rights whatsoever are granted to you in relation to the IO Software. In this section, “**Documentation**” has the meaning:

- i. the Telstra Internet Optimiser pages of Telstra.com.au; and
  - ii. the Telstra Internet Optimiser user guide as supplied (and updated from time to time) by Telstra.
- 3.2 If we supply the IO Software to you, you must:
- a) not sub-licence, assign, share, sell, lease or otherwise transfer any right to use it to someone else;
  - b) not copy (other than making one copy for archival or backup purposes), translate, adapt, modify, alter, de-compile, disassemble, or reverse-engineer, create any derivative work of,

### Part H – Telstra Internet Optimiser

merge the IO Software with any other Software, or change the IO Software in whole or in part, except as permitted under the Copyright Act 1968 (Cth); and

- c) not alter or remove any copyright or other intellectual property notifications applied to the IO Software.
- 3.3 The integrity of the IO Software is protected by technical protection measures so that the intellectual property rights, including copyright, in the IO Software are not misappropriated. You must not:
- a) remove or circumvent any such technical protection measures;
  - b) have in your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such technical protection measures.
- 3.4 Subject to your statutory rights, the IO Software is provided “as is” and may contain undiscovered defects, error and bugs. We may provide you with updates and bug fixes, from time to time, as we deem appropriate.
- 3.5 You acknowledge and agree that the Telstra Smart Modem and the IO Software makes use of software owned or developed by third party licensors, including open source software, which IO Software makes use of (Third Party Software) which is subject to separate licence terms and which is provided without warranty and to the extent permitted by law and subject to Australian Consumer Law provisions in the General Terms of Our Customer Terms, we exclude liability for any claims arising from such Third Party Software. Details of the Third Party Software and terms of use are available at [www.netduma.com/opensource](http://www.netduma.com/opensource) .
- 3.6 Reasonable steps have been taken to ensure that the IO Software we provide will be free of interruptions, failures or malfunctions caused by viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs. However, to the extent permitted by law, we cannot take responsibility for the Third Party Software used in connection with our IO Software or for any loss or damage caused by the use of the IO Software by you or those you allow to use it.
- 3.7 To the extent permitted by law, you agree that you will have no right against us in respect of any defect or failure of the IO Software:
- a) if the defect or fault results from you having amended or made any changes the IO Software (or any Third Party Software) or are due to you having removed the IO Software or any other software or component from the Telstra Smart Modem or have installed any other software on the Telstra Smart Modem;
  - b) if the defect or fault in the IO Software results from you having used the IO Software except for a Permitted Use; or
  - c) if a defect or fault in the IO Software results from you having used the IO Software other than for a Permitted Use, then you use the IO Software at your own risk and we cannot accept responsibility for any incompatibility with any devices and equipment you use it with or the failure of the Telstra Smart Modem or the IO Software to function with all the software applications, including online games, you wish to use it with.

### Part H – Telstra Internet Optimiser

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

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#### **4 Using Telstra Internet Optimiser**

- 4.1 You can activate and manage your Telstra Internet Optimiser feature via your My Telstra account.
- 4.2 You can manage the features of Telstra Internet Optimiser on desktop or via mobile using a web interface. To manage features on a desktop computer or mobile device, you will need to access your Telstra Smart Modem web interface at <http://mymodem/>.
- 4.3 When using the web interface, you will need to use your Telstra Smart Modem credentials to login. These details are found at the base of your modem.
- 4.4 If you disconnect or turn off your eligible Telstra Smart Modem, you will not be able to use the Telstra Internet Optimiser features until you reconnect an eligible modem.
- 4.5 You can remove your Telstra Internet Optimiser feature anytime via your My Telstra account.

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#### **5 Removal and moving premises**

- 5.1 You can remove your Telstra Internet Optimiser feature anytime via your My Telstra account.
- 5.2 When you remove your Telstra Internet Optimiser feature from your service, the features will be deactivated on your Telstra Smart Modem.
- 5.3 If you move premises and you are able to remain connected to an eligible Telstra plan at the new location, your Telstra Internet Optimiser feature will continue. If however the new location does not support an eligible Telstra nbn Plan type, your Telstra Internet Optimiser feature will be deactivated.

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#### **6 Accuracy of internet traffic detection and classification**

- 6.1 Telstra Internet Optimiser allows you to prioritise selected device and internet traffic on your home internet network and does not guarantee:
- a) any minimum internet speeds; or
  - b) reduced internet latency; or
  - c) classification of all online activities.