### Part C – Business Broadband

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

#### 1 About this Part

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

See clause 1 of <u>the General Terms of Our Customer Terms</u> for more detail on how the various sections of Our Customer Terms should be read together.

See clause 1 of <u>Part A – General of the Internet Direct and Business Broadband section</u> for more detail on how the various parts of the Internet Direct and Business Broadband section should be read together.

- 1.2 This part only applies if you have Business Broadband Access or a Business Broadband Package.
- 1.3 If there is an inconsistency between this part and the other parts of the Internet Direct and Business Broadband section of Our Customer Terms, this part prevails to the extent of the inconsistency.
- 1.4 This Part C Business Broadband of the Internet Direct and Business Broadband section of Our Customer Terms applies to:
  - (a) Business Broadband Access and Business Broadband Package services;
  - (b) Business Broadband extras acquired prior to 1 July 2009;
  - (c) standalone Business Online and Business Mail services acquired prior to 1 July 2009; and
  - (d) the following Business Broadband extras acquired on and from 1 July 2009 for use with a service under paragraph (a):
    - (i) Business Support;
    - (ii) Business Security;
    - (iii) Business Online; and

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#### (iv) Business Mail (Standard and Advanced).

Except as set out in paragraph (d), Part B - Telstra Business Broadband of the Internet Solutions section of Our Customer Terms applies to Business Broadband extras acquired on and from 1 July 2009.

#### 2 Business Broadband Access (formerly Internet Direct ADSL)

#### Terms

2.1 Business Broadband Access is made up of Internet Direct and ADSL which we package together for you. The applicable terms for the components are set out below:

Components of Business Broadband Access	Applicable terms
Internet Direct	The provisions in Part A and Part B of the <u>Internet Direct and Business</u> <u>Broadband section</u> of Our Customer Terms which refer to Business Broadband
ADSL	Set out below.

2.2 These terms do not apply to the underlying telephone service over which we provide Business Broadband Access. If we supply the underlying telephone service to you, it is on the terms set out in the <u>Basic Telephone Service section of Our Customer Terms</u>.

#### What is Business Broadband Access?

- 2.3 Business Broadband Access is a seamless service combining Internet Direct with ADSL (asymmetric digital subscriber line) as the connecting carriage service.
- 2.4 Business Broadband Access supports applications such as Internet browsing (downloading web pages, using email, sending and receiving file attachments and limited multimedia streaming).
- 2.5 We do not promise successful data transmission using Business Broadband Access. Temporary interruptions and packet loss may occur from time to time. Business Broadband Access 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.

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- 2.6 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 kbit/s. 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.
- 2.7 The transmission method for Business Broadband Access is asynchronous transfer mode (ATM) with an unspecified bit rate. We can introduce new underlying network transport technology (from time to time) to deliver Business Broadband Access. Any new technology will operate with Internet-grade characteristics.

#### Availability

- 2.8 ADSL (and Business Broadband Access because it includes ADSL) is not available everywhere and depends on a number of factors, including the length of cable to the nearest telephone exchange and the quality of the existing telephone service.
- 2.9 You can get an indication of whether ADSL (and Business Broadband Access because it includes ADSL) is available to you by visiting the <u>Internet Direct page of our website</u> to check that your telephone line and exchange can support ADSL (but you must not rely on this information. It is only indicative.)
- 2.10 To apply for Business Broadband Access, you have to have an existing telephone service provided by us or someone else on our public switched telephone network. You have to be the end user of that telephone service and stay the end user while you get Business Broadband Access.

#### Minimum term

- 2.11 You may take Business Broadband Access for 12, 24 or 36 months.
- 2.12 On 29 February 2008, we introduced some new plans. If you signed up to Business Broadband Access prior to 29 February 2008, you can either:
  - (a) choose to remain on your existing contract;
  - (b) apply to take up a new plan within your existing term that you have agreed with us by completing an application to change your existing access speed or traffic allowance. If we accept your application then, subject to any other rights we may have, we will provide Business Broadband Access to you on the new plan for the remainder of your existing term that you have agreed with us; or
  - (c) sign a new contract with us. If you sign a new contract with us :

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- (i) we may charge you an early termination charge as set out below for the cancellation of your existing contract; and
- (ii) we will not charge you the account set up charge.
- 2.13 If you signed up to Business Broadband Access prior to 29 February 2008 and your Business Broadband Access is cancelled before the end of the 12 months, we may charge you an early termination charge. This will be an amount up to 65% of the monthly charges for your Business Broadband Access that would have been payable for the remainder of the 12 month term.
- 2.14 If you signed up to Business Broadband, or changed your Business Broadband Access plan, on or after 29 February 2008 and your Business Broadband Access is cancelled before the end of the term that you select, we may charge you an early termination charge. This will be an amount up to 65% of the monthly charges for your Business Broadband Access that would have been payable for the remainder of the term that you agreed with us. This is a genuine pre-estimate of the loss suffered by us.

#### Access speeds and traffic allowance

2.15 The downstream and upstream speeds are indicative maximum speeds only. We do not promise that your service will achieve those speeds.

#### **High Speed ADSL**

- 2.16 You may select a high-speed rate-adaptive best efforts ADSL service called High Speed ADSL (if it is available to you) as part of your Business Broadband Access service.
- 2.17 High Speed ADSL allows you to 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.
- 2.18 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).
- 2.19 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,

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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.

- 2.20 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 Business Broadband Access 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 Business Broadband Access service by giving us notice within 42 days of the date we notify you of the change. If you cancel your High Speed ADSL Business Broadband Access service for this reason:
  - (a) your High Speed ADSL Business Broadband Access 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).
- 2.21 We will deliver High Speed ADSL as a best efforts service, with no guarantee on the peak speeds achievable.

#### **Monitoring services**

- 2.22 You have to tell us if you have or get a security alarm monitoring service connected to the telephone service over which we provide Business Broadband Access. You also have to call us on 1800 065 744 (or another number we tell you) before any disconnection or potential disruption of your telephone service, including because you are installing or maintaining equipment.
- 2.23 You may also wish to tell your security company that you have Business Broadband Access installed because there may be a disruption to your telephone service while we install it.

#### Installation charges

2.24 If you ask us to install any additional outlets for your ADSL service, we charge you our standard fee-for-service rates for installing them, whether we do it when we install Business Broadband Access or another time.

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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.

2.25 We can charge you additional charges if your installation or connection of Business Broadband Access 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.

#### **Telephone service disruption**

2.26 Your telephone service may be disrupted several times while we install Business Broadband Access.

#### **Product incompatibility**

2.27 Some products may be incompatible with Business Broadband Access and so will not be available to you.

#### Cancelling your underlying telephone service

2.28 You have to tell us if the telephone service over which we provide Business Broadband Access is cancelled. We cannot keep providing Business Broadband Access to you if that service is cancelled. But, if you do not separately cancel your Business Broadband Access service when your underlying telephone service is cancelled, we can keep charging you for your Business Broadband Access service.

#### Charges

- 2.29 We will charge you:
  - (a) the charges that are set out in the Other Charges section of Part A of the <u>Internet</u> <u>Direct and Business Broadband section</u> of Our Customer Terms which are set out under the following headings:
    - (i) Backchannel charges;
    - (ii) Downgrading an existing pricing plan or transmission speed; and
    - (iii) Changing customer; and
  - (b) the following charge for changing the point of presence to which your connecting carriage service is connected:

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Changing the point of presence	GST excl.
For each change	\$81.82

- (c) if you signed-up to Business Broadband Access before 29 February 2008, the monthly charges and excess usage charges set-out in your application form for Business Broadband Access; or
- (d) if you sign-up to Business Broadband Access on or after 29 February 2008:
  - (i) a monthly charge based on the access speed and traffic allowance that you choose (as set out in the table below); and
  - (ii) an excess usage charge (as set out in the table below) if you receive more traffic than your chosen traffic allowance in a month.

Plan	Traffic allowance	Monthly price (GST excl.)
512/512 Kbps	1 GB	\$54.55
	5 GB	\$63.64
	10 GB	\$72.73
	40 GB	\$109.09
	Unlimited GB	\$272.73
High Speed ADSL	1 GB	\$63.64
	5 GB	\$72.73
	10 GB	\$81.82
	40 GB	\$118.18
	Unlimited	\$281.82
Excess usage charge: 10.91 cents (GST excl.) for each MB that exceeds the traffic allowance allowed each month for your selected plan		
Account set up charge for package: \$181.82 (GST excl.). This account set up charge will only apply if you have a Business Broadband Access package with a term of 12		

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Plan	Traffic allowance	Monthly (GST excl.)	price
Access service during of business day. We cha	charge covers the connection our business hours of 8:00am arge you our additional fee-for work we do for you) section of the business hours.	to 6:00pm (your lo pr-service charges	ocal time) on a (set out in the

#### **Volume Based Multi Site Pricing**

#### Availability

- 2.30 If you apply for at least 5 eligible Business Broadband Access services at once (ie, on the same application form) on the one account, you are eligible for volume based multiple sites pricing.
- 2.31 If you are eligible for volume-based multi site pricing, we charge you the following usage charge for each Megabyte of traffic you receive across all your services that qualify for multiple sites pricing. The usage charge is determined at the end of the month based on which of the bands below your monthly volume (measured in Gigabytes) falls within. We charge you the minimum monthly usage charge, depending on which multi site pricing option selected (GST excl) if your usage for all your services results in a monthly usage charge below this amount.

Volume Based Multiple sites monthly usage charges	GST excl.
Minimum usage charge (per month for all services)	\$500.00
Less than 10 GB (per MB)	7.27¢
From 10 GB to less than 30 GB (per MB)	7.09¢
30 GB or more (per MB)	6.91¢

#### Volume Based Multi Site Pricing (5 – 10 Sites)

#### Volume Based Multi Site Pricing (20 - 50 Sites)

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Volume Based Multiple sites monthly usage charges	GST excl.
Minimum usage charge (per month for all services)	\$2,272.73
Less than 50 GB (per MB)	6.82¢
From 50 GB to less than 100 GB (per MB)	6.36¢
100 GB or more (per MB)	5.91¢

#### Volume Based Multi Site Pricing (100 – 199 Sites)

Volume Based Multiple sites monthly usage charges	GST excl.
Minimum usage charge (per month for all services)	\$9,090.91
Less than 200 GB (per MB)	5.82¢
From 200 GB to less than 300 GB (per MB)	5.45¢
300 GB or more (per MB)	5.09¢

#### Volume Based Multi Site Pricing (200 - 300 Sites)

Volume Based Multiple sites monthly usage charges	GST excl.
Minimum usage charge (per month for all services)	\$13,636.36
Less than 300 GB (per MB)	5.00¢
From 300 GB to less than 500 GB (per MB)	4.55¢
From 500 GB to less than 800 GB (per MB)	4.09¢
800 GB or more (per MB)	3.64¢

2.32 If you require more services than what is included in a multi service plan, then you will need to purchase two of these plans. For example, if you require 75 services to be

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included in a multi service arrangement, you will need two purchase two 20-50 service plans

2.33 If you choose and are eligible for volume-based multi site pricing, we only charge you an early termination charge if you cancel all of your Internet Direct services on the one account for multiple sites pricing before the end of the term you select.

#### **3 Business Broadband Packages**

#### Packages available

- 3.1 There are three Business Broadband Packages that you can choose from:
  - (a) Business Broadband Starter;
  - (b) Business Broadband Advantage; and
  - (c) Business Broadband Advantage BDSL.
- 3.2 We will provide you with technical support services for problems with your Business Broadband Package. We will use reasonable efforts to rectify the problem as soon as possible.

#### **Business Broadband Extras**

- 3.3 You can also choose to have Business Broadband Extras with your selected package. These are described below in the Business Broadband Extras section of this part of Our Customer Terms.
- 3.4 If your Business Broadband package is cancelled for any reason, we will also cancel your Business Broadband Extras. If you have Business Mail as a Business Broadband Extra in conjunction with a Business Online service, then the Business Mail service will also be cancelled if the Business Online service is cancelled. The terms for the packages and the Business Broadband Extras are set out in this part of Our Customer Terms.
- 3.5 Your Business Broadband Extra may have a minimum term and an early termination charge if you cancel your Business Broadband Extra before that minimum term expires as set out in the applicable terms for your Business Broadband Extra.

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### 4 Business Broadband Starter

#### What is Business Broadband Starter?

4.1 Business Broadband Starter is made up of various components that we package together for you. The components and the applicable terms for those components are set out below:

Components of Business Broadband Starter	Applicable terms
Business Broadband Access	Part A and Part C of the <u>Internet Direct</u> and <u>Business Broadband section</u> of Our Customer Terms.
Equipment	Set out below.
Installation	Set out below.
Business Mail, being Business Mail Standard, which includes Exchange Mail (Executive Mail Box Exchange Mail) for two mail boxes (including Antivirus and Antispam) and Domain name registration and domain name hosting for one domain. For an additional monthly charge, you can upgrade to Business Mail Advanced which includes Exchange Mail (Advanced Mail Box Exchange Mail) for the two mail boxes (including Antivirus and Antispam) and Domain name registration and domain name hosting. If you acquired Business Broadband Starter prior to 11 April 2007, the Business Mail component of your Business Mail Advanced for the remainder of the term that you agreed with us.	If you signed up to Business Broadband Starter prior to 29 February 2008, the terms and conditions are set out in Part B - Information Storage and Managed Security of the <u>Hosting section</u> of Our Customer Terms. If you signed up to Business Broadband Starter on or after 29 February 2008, the terms and conditions are set out in the <u>Managed ICT Services Section</u> of Our Customer Terms <u>Domain name registration and hosting</u> <u>service</u> section of this part of Our Customer Terms.
1 Static IP address	Part B of the Internet Direct and Business Broadband section of Our Customer Terms. You can order up to 2 additional IP addresses. We may charge you an additional charge for this and you will be responsible for the configuration of additional IP addresses.
Web Remote Access	See below.

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#### Installation

- 4.2 There are two installation options for your Business Broadband Starter selfinstallation and onsite standard installation. Both options are available using either a self-installation kit ("**SIK**") or a retail self-installation kit ("**RSIK**"). The SIK and the RSIK are designed so that you can self install your Business Broadband Starter, but if you require installation assistance you can request onsite standard installation by us at an additional fee (see below).
- 4.3 If you select the self-installation option using the SIK, we will deliver the SIK to the premises that you specify in your application form. The SIK will include the equipment and software required to set up the Business Broadband Starter service. We will provide the SIK to you at no charge.
- 4.4 The RSIK option is available for purchase in a Telstra retail shop or a Telstra Dealer. The RSIK will include the equipment and software required to set up the Business Broadband Starter service. You can purchase the RSIK from a Telstra retail shop or a Telstra Dealer and we will rebate you the cost of the RSIK up to a maximum amount of \$249 on your first or second bill. We will only credit your bill once for each Broadband Starter service that you sign up to with the RSIK option.
- 4.5 Unless you request onsite standard installation (as set out below), you are responsible for installing your equipment at your premises. You may contact Business Broadband technical support up to three times for assistance with the installation of your equipment (if you contact Business Broadband technical support more than three times, you agree to allow us to enter your premises to assist you to install your equipment and if we do, we may charge you the relevant fee-for-service charges set out in the Fee-for-service section of Our Customer Terms).
- 4.6 You can ask us to install your equipment for an additional charge by requesting onsite standard installation. If you request onsite standard installation, we will:
  - (a) deliver your equipment to your premises during business hours (unless you already have the equipment);
  - (b) give the embedded equipment software provided with your equipment a standard configuration to enable internet connectivity; and
  - (c) connect your equipment to a connecting carriage service and to one of your computers which is not connected to your network (using either a wired or wireless connection).

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- 4.7 The charges for onsite standard installation and self-installation are set out in the charges section below.
- 4.8 In some circumstances, you may be required to obtain the onsite standard installation option for your equipment (and pay the relevant charges). We will notify you of those circumstances at the time you apply for your Business Broadband Starter. Some circumstances include:
  - (a) you have more than 4 phone outlets on the same phone line;
  - (b) you have a back to base monitoring alarm system;
  - (c) you have a PABX or other telephone system;
  - (d) you already have a central filter installed; and
  - (e) you require additional outlets.
- 4.9 The computer on which your equipment is to be installed will need to meet certain minimum system requirements in order for your equipment to function properly. We will notify you of those system requirements at the time you apply for your Business Broadband Starter.
- 4.10 You must ensure that you provide a clean, dry operating environment for the equipment within three metres of the termination point for your connecting carriage service and an appropriate mains power supply. If your premises are not ready for installation when we arrive, we may charge you a call-out fee.
- 4.11 You can change your equipment installation option from self-installation to onsite standard installation at any time after you apply for Business Broadband Starter. The charges for onsite standard installation will apply.

#### Equipment

- 4.12 Title and risk in your equipment passes to you on delivery.
- 4.13 If you choose onsite standard installation for your equipment, then we will only provide you with the username and password necessary to change the configuration of your equipment after the installation is complete. If you choose to self-install your equipment, we will provide you with the username and password you need to configure your equipment with your SIK or RSIK.
- 4.14 You may be able to select one or more of the following optional extras for your equipment (we will notify you whether the optional extras are available for your equipment at the time you apply for it):

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- (a) up to 7 additional Wi-Fi adaptors (which is a PCMCIA card for laptop computers or a USB adaptor for desktop computers);
- (b) up to 2 additional ADSL filters/splitters; and
- (c) up to 2 wallphone filters/splitters.
- 4.15 We may upgrade the equipment that we provide you from time to time. We warrant that the equipment that we provide you will perform in accordance with our specifications until the end of the minimum term of your Business Broadband Starter (except if your equipment is a Cisco router, in which case we warrant that it will perform in accordance with the manufacturer's specifications for 90 days from the date it is installed).

#### **Faulty Equipment**

- 4.16 The warranty period for your equipment is the term that you agree with us in your application form. During the warranty period, if your equipment is faulty (and we determine that the fault is not caused by you), we will provide you with replacement equipment or fix the equipment at no charge.
- 4.17 If you believe your installation kit contains faulty components, we will ask you to provide us with information to enable us to assess the kit remotely. If we are not able to satisfactorily assess the problem remotely, then you agree to give us reasonable access to your premises to test the computer on which your equipment is installed. If we then determine that the relevant component is not faulty or the fault was caused by you, we may charge you the relevant fee-for-service charges set out in the <u>Fee-for-service section</u> of Our Customer Terms to attend your premises and, if applicable, to fix the fault.
- 4.18 You may purchase replacement equipment if we determine that a defect with your equipment is caused by you. We warrant that the replacement equipment will perform in accordance with our specifications for the remainder of the minimum term of your Business Broadband Starter.
- 4.19 If your new or replacement equipment does not perform in accordance with our specifications during the warranty period, we will fix or replace (at our discretion) the equipment at no additional charge. If you cause the fault to the equipment that prevents it from performing in accordance with our specifications, you may purchase replacement equipment.

#### Maintenance of your equipment

4.20 We will provide you with technical support services for problems with your equipment if you have a Business Broadband Starter service. We will use reasonable efforts to rectify the problem as soon as possible.

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#### 4.21 You acknowledge that:

- (a) we do not provide technical support services for your local area network or for assisting you to connect your equipment to it; and
- (b) if you ask us to attend your premises to fix a problem with your equipment and we reasonably believe that there is no problem with the equipment or that we did not cause the problem, we may charge you the relevant fee-for-service charges set out in the <u>Fee-for-service section</u> of Our Customer Terms to attend your premises and, if necessary, to fix the problem that we did not cause.
- 4.22 We may need to remotely upgrade your equipment from time to time, to ensure that the configuration of the equipment is up-to-date and that your equipment continues to operate correctly together with your Business Broadband Starter service. You may experience a short interruption to your Business Broadband Starter service during such an upgrade.
- 4.23 We can provide support to fix problems with your equipment caused by a change that you make to the equipment's configuration, but we may charge you the relevant fee-for-service charges set out in the <u>Fee-for-service section</u> of Our Customer Terms if we need to attend your site to do so.

#### Maintenance of your Business Broadband Starter service

- 4.24 You acknowledge that:
  - (a) we will only provide support for connecting your Business Broadband Starter to a single PC that is not connected to your local area network; and
  - (b) if we need to attend your premises to fix a problem with your Business Broadband Starter and we reasonably believe that there is no problem with the Business Broadband Starter or that we did not cause the Business Broadband Starter problem, we may charge you the relevant fee-for service charges set out in the <u>Fee-for-service section</u> of Our Customer Terms to attend your premises and, if necessary, to fix the problem that we did not cause.

#### Web Remote Access

- 4.25 The gateway we provide to you has the ability to allow you to manage your gateway remotely or access files on your computer that is connected to your gateway from a remote location using any standard web browser ("Web Remote Access").
- 4.26 We will provide you with sufficient documentation to allow you to use Web Remote Access.
- 4.27 You acknowledge that we will not be responsible for managing the Web Remote

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Access function on your gateway.

#### Firewall

4.28 The gateway we provide to you has the ability to allow you to apply a firewall policy to your Internet connection ("Firewall"). The type of firewall policies that you can apply are based on the functionality the firewall systems provide. You acknowledge that we will not manage or monitor the Firewall.

#### **Business Mail**

- 4.29 The Business Mail reference in <u>Part B of the Internet Direct and Business Broadband</u> <u>section</u> of Our Customer Terms (which is no longer offered) is a different offering to this Business Mail. The terms (including charges) for Business Mail are set out below.
- 4.30 Business Broadband Starter includes Business Mail Standard. For an additional monthly charge, you can upgrade to Business Mail Advanced which provides Advanced Mail Boxes as described:
  - (a) Part B of the Hosting section of Our Customer Terms if you upgraded to Business Mail Advanced prior to 29 February 2008; or
  - (b) the <u>Managed ICT Services section</u> of Our Customer Terms if you upgraded to Business Mail Advance on or after 29 February 2008.

If you acquired Business Broadband Starter prior to 11 April 2007, then your service will include Business Mail Advanced for the remainder of the term that you agreed with us.

- 4.31 If you use Business Mail on a Macintosh computer, you will only be able to access Business Mail via the internet using certain types of web browsers (which we will notify to you at the time you apply for your Business Broadband Starter). We do not provide support for your Business Mail if it is used on a Macintosh computer.
- 4.32 The domain name registration and domain name hosting component of Business Mail can be provided for one ".com", ".com.au", ".org", ".org.au", ".net"or ".net.au" domain name (or other domain name types that we may make available from time to time). If you would like domain name registration and hosting for an additional domain name, you can select Business Mail as a Business Broadband Extra.
- 4.33 We will provide you with two mail boxes for the Exchange Mail component of Business Mail. If you would like more than two mail boxes, you can select Business Mail as a Business Broadband Extra.

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#### Minimum term

- 4.34 You may take Business Broadband Starter for 12 months, 24 months or 36 months.
- 4.35 On 29 February 2008, we introduced some new plans. If you signed up to Business Broadband Starter prior to 29 February 2008, you can either:
  - (a) choose to remain on your existing contract;
  - (b) apply to take up a new plan within your existing term that you have agreed with us by completing an application to change your existing access speed or traffic allowance. If we accept your application then, subject to any other rights we may have, we will provide Business Broadband Starter to you on the new plan for the remainder of your existing term that you have agreed with us; or
  - (c) sign a new contract with us. If you sign a new contract with us :
    - (i) we may charge you an early termination charge as set out below for the cancellation of your existing contract;
    - (ii) we will not charge you the account set up charge; and
    - (iii) if we, in our discretion, do not charge you an early termination charge for the cancellation of your existing contract, we will not provide you with any additional equipment or software if your new package uses the same equipment or software as provided to you under your old package. In this situation you will not receive any reduction in the standard package price.
- 4.36 If your Business Broadband Starter is cancelled for your Business Broadband Starter before the end of the term that you select, we may charge you an early termination charge. This will be an amount up to 65% of the monthly charges for your Business Broadband Starter that would have been payable for the remainder of the term that you agreed with us. We will endeavour to notify you of the amount of the early termination charge as soon as possible after you cancel your Business Broadband Starter.
- 4.37 You acknowledge that if you change your Business Broadband Starter to a different Business Broadband package type, this will be taken to be a cancellation of your Business Broadband Starter.

### Part C – Business Broadband

#### Access speeds and traffic allowance

- 4.38 From 29 February 2008, the Business Broadband Starter plans set out in Table 1 below will no longer be offered to new customers or existing customers changing their existing Business Broadband plan.
- 4.39 If you signed up to Business Broadband Starter on or after 29 February 2008, you can:
  - (a) choose between access speeds of 512/512 Kbps or various High Speed ADSL plans for your Business Broadband Starter; and
  - (b) choose between traffic allowances of 1GB, 5GB, 10GB, 20GB or an unlimited traffic allowance.

#### Charges

4.40 We charge you:

- (a) a once off account set up charge if you take up a 12 month Business Broadband Starter package (as set out in the applicable table below); and
- (b) a monthly charge based on the access speed and the traffic allowance that you choose (as set out in the applicable table below); and
- (c) a once off charge if you choose onsite standard installation for your equipment (as set out in the applicable table below); and
- (d) a monthly charge if you upgrade the Business Mail component from Business Mail Standard to Business Mail Advanced (as set out in the applicable table below); and
- (e) an excess usage charge (as set out in the applicable table below if you receive more traffic than your chosen traffic allowance in a month; and
- (f) an excess mail storage charge (as set out in the applicable table below) if your total server storage (the sum of the size of all your mailboxes measured by us once each month) exceeds the maximum storage capacity at any time during the month; and
- (g) a replacement equipment charge if you purchase replacement equipment (as set out in the applicable table below); and
- (h) a once off equipment optional extras charge depending on the equipment optional extras you choose (if any) (as set out in the applicable table below); and
- (i) the charges that are set out in the Other Charges section of <u>Part A of the Internet</u>

### Part C – Business Broadband

<u>Direct and Business Broadband section</u> of Our Customer Terms which are set out under the following headings:

- (i) Backchannel charges; and
- (ii) Changing customer.
- (j) the following charge for changing the point of presence to which your connecting carriage service is connected:

Changing the point of presence	GST excl.
For each change	\$81.82

# Table 1 - Charges if you signed up to Business Broadband Starter prior to 29February 2008:

Plan	Traffic allowance	Monthly price (GST excl.)	Monthly Multi-service pricing (GST excl.)
512/128 Kbps	500 MB	\$49.95	\$45.41
	1 GB	\$59.95	\$54.50
	3 GB	\$69.95	\$63.59
	5 GB	\$89.95	\$81.77
512/512 Kbps	500 MB	\$59.95	\$54.50
	1 GB	\$69.95	\$63.59
	3 GB	\$79.95	\$72.68
	5 GB	\$94.95	\$86.32
	10 GB	\$99.95	\$90.86
1500/256 kpbs	500 MB	\$59.95	\$54.50
	1 GB	\$69.95	\$63.59

# Internet Direct and Business Broadband section

### Part C – Business Broadband

Plan	Traffic allowance	Monthly price (GST excl.)	Monthly Multi-service pricing (GST excl.)
	3 GB	\$79.95	\$72.68
	5 GB	\$94.95	\$86.32
	10 GB	\$99.95	\$90.86
High speed ADSL	500 MB	\$69.95	\$63.59
High speed ADSL	1 GB	\$79.95	\$72.68
High speed ADSL	3 GB	\$89.95	\$81.77
High speed ADSL	5 GB	\$99.95	\$90.86
High speed ADSL	10 GB	\$109.95	\$99.95
Account set up charge for package: \$181.82 (GST excl.). This account set up charge will only apply if you have a Business Broadband Starter package with a term of 12 months. The Account set up charge covers the connection of your Business Broadband Starter service during our business hours of 8:00am to 6:00pm (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 your service outside our business hours.			
Onsite standard installation charge: \$181.82 (GST excl.)			
Additional monthly charge if you upgrade the Business Mail component from Business Mail Standard to Business Mail Advanced: An amount equal to the difference between the Business Mail Standard monthly charge and Business Mail Advanced monthly charge set out in the Business Broadband Extras section of this Part of Our Customer Terms.			
Excess mail storage charge: 5 cents (GST excl.) for each MB that exceeds the maximum storage capacity at any time during the month			
Excess usage charge: 10.91 cents (GST excl.) for each MB that exceeds the traffic allowance that is allowed each month for your selected plan			
Replacement equipment (gateway) charge: \$199.09 (GST excl.)			

Internet Direct and Business Broadband section

Part C – Business Broadband

Table 2 - Charges if you signed up to Business Broadband Starter on or after 29February 2008:

Plan	Traffic allowance	Monthly price (GST excl.)	
512/512 Kbps	1 GB	\$59.09	
	5 GB	\$68.18	
	10 GB	\$77.27	
	20 GB	\$90.91	
	Unlimited	\$277.27	
High speed ADSL	1 GB	\$68.18	
High speed ADSL	5 GB	\$77.27	
High speed ADSL	10 GB	\$86.36	
High speed ADSL	20 GB	\$100.00	
High speed ADSL	Unlimited	\$286.36	

Account set up charge for package: \$181.82 (GST excl.). This account set up charge will only apply if you have a Business Broadband Starter package with a term of 12 months.

The Account set up charge covers the connection of your Business Broadband Starter service during our business hours of 8:00am to 6:00pm (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 your service outside our business hours.

### Part C – Business Broadband

Plan	Traffic allowance	Monthly price (GST excl.)	
Onsite standard installa	ation charge: \$181.82 (GST exc	il.)	
Additional monthly charge if you upgrade the Business Mail component from Business Mail Standard to Business Mail Advanced: An amount equal to the difference between the Business Mail Standard monthly charge and Business Mail Advanced monthly charge set out in the Business Broadband Extras section of this Part of Our Customer Terms.			
Excess mail storage charge: 5 cents (GST excl.) for each MB that exceeds the maximum storage capacity at any time during the month			
Excess usage charge: 10.91 cents (GST excl.) for each MB that exceeds the traffic allowance that is allowed each month for your selected plan			
Replacement equipment (gateway) charge: \$199.09 (GST excl.)			

#### Table 3 - Charges for additional equipment

Equipment optional extras	Once off charge (GST excl.)
Additional Wi-Fi adaptor (which is a PCMCIA card for laptop computers or a USB adaptor for desktop computers)	\$90.91 per adaptor
Additional ADSL filter/ splitter	\$18.18 per filter
Wallphone filter/ splitter	\$18.18 per filter

- 4.41 If you signed up to Business Broadband Starter, or changed your existing Business Broadband Starter plan, on or after 29 February 2008, you are not eligible for multiservice pricing. If you signed up to Business Broadband Starter prior to 29 February 2008, the availability of multi-service pricing is subject to certain eligibility criteria. On request, we will tell you about the eligibility criteria for multi-service pricing, which may change from time to time.
- 4.42 If you receive less traffic than your chosen traffic allowance in a month, the remaining unused traffic allowance is forfeited. It is not added to your traffic allowance for any later month.

Internet Direct and Business Broadband section

### Part C – Business Broadband

#### When we start charging you

- 4.43 We will commence charging you the monthly charge for your Business Broadband service when your minimum term commences, which is either:
  - (a) the date on which we install the equipment for your Business Broadband Starter, if you select onsite standard installation; or
  - (b) the date on which we advise you that your Business Broadband Starter has been activated, if you select self installation.

#### 5 Business Broadband Advantage

#### What is Business Broadband Advantage?

5.1 Business Broadband Advantage is made up of various components that we package together for you. The components and applicable terms for those components are set out below:

Components of Business Broadband Advantage	Applicable terms
Business Broadband Access	Part A and Part C of the <u>Internet Direct</u> and <u>Business Broadband section</u> of Our Customer Terms
Router	Set out below.
Onsite standard router installation	Set out below.
Mail and Web Protection for 5 registered users	Part D of the <u>Internet Direct and</u> <u>Business Broadband section</u> of Our Customer Terms. Any early termination charge set out in that part does not apply to this component of your Business Broadband Advantage.
1 static IP address	Part B of the <u>Internet Direct and</u> <u>Business Broadband section</u> of Our Customer Terms. You can order up to 6 additional IP addresses. We may charge you for this and you will be responsible for the configuration of the additional IP addresses.

### Part C – Business Broadband

#### **Onsite standard router installation**

- 5.2 A technician will visit your premises during business hours and install the router for your Business Broadband Advantage.
- 5.3 Installation only covers delivery of the router to your premises during business hours, standard configuration of the embedded router software and connection of the router to a connecting carriage service.
- 5.4 You must ensure that you provide a clean, dry operating environment for the equipment within three metres of the termination point for your connecting carriage service and an appropriate mains power supply. If your premises are not ready for installation when we arrive, we may charge you a call-out fee.

#### Router

- 5.5 The title and risk of equipment passes to you on delivery.
- 5.6 We will only provide you with the password necessary to change the configuration of your router when installation is complete.
- 5.7 We may upgrade the router that we provide you from time to time. We warrant that the router that we provide you will perform in accordance with the manufacturer's specifications for 90 days from the date of installation. During the warranty period, if the router does not perform in accordance with the manufacturer's specifications, we will provide you with a replacement router or repair the defect at no charge.
- 5.8 If you cause the fault to the router, we will not provide you with a replacement or repair the defect. We may charge you a call-out fee if you request us to attend your site to fix a defect that is caused by you.
- 5.9 We encourage you to seek assistance to configure your router for remote access. We can provide support to fix problems with your router caused by a change that you make to the router's configuration, but we may charge you a call-out fee if we need to attend your site to do so.

#### **Minimum Term**

- 5.10 You may take Business Broadband Advantage for 12 months, 24 months or 36 months.
- 5.11 On 29 February 2008, we introduced some new plans. If you signed up to Business Broadband Advantage prior to 29 February 2008, you can either:
  - (a) choose to remain on your existing contract;

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### Part C – Business Broadband

- (b) apply to take up a new plan within your existing term that you have agreed with us by completing an application to change your existing access speed or traffic allowance. If we accept your application then, subject to any other rights we may have, we will provide Business Broadband Advantage to you on the new plan for the remainder of your existing term that you have agreed with us; or
- (c) sign a new contract with us. If you sign a new contract with us:
  - (i) we may charge you an early termination charge as set out below for the cancellation of your existing contract;
  - (ii) we will not charge you the account set up charge; and
  - (iii) if we, in our discretion, do not charge you an early termination charge for the cancellation of your existing contract, we will not provide you with any additional equipment or software if your new package uses the same equipment or software as provided to you under your old package. In this situation you will not receive any reduction in the standard package price.
- 5.12 If your Business Broadband Advantage is cancelled before the end of the term that you select, we may charge you an early termination charge. This is equal to 65% of the monthly charges for your Business Broadband Advantage that would have been payable for the remainder of the term that you agreed with us.
- 5.13 You acknowledge that if you change your Business Broadband Advantage to a different Business Broadband package type this will be taken to be a cancellation of your Business Broadband Advantage.

#### Access speeds and traffic allowance

- 5.14 From 29 February 2008, the Business Broadband Advantage plans set out in Table 1 below will no longer be offered to new customers or to customers changing their existing Business Broadband plan.
- 5.15 If you signed up to Business Broadband Advantage on or after 29 February 2008, you can:
  - (a) choose between access speeds of 512/512 Kbps and various High Speed ADSL plans for your Business Broadband Advantage; and

### Part C – Business Broadband

(b) choose between traffic allowances of 5GB, 10GB, 20GB, 60GB or an unlimited traffic allowance.

#### Charges

- 5.16 We charge you:
  - (a) a once off account set up charge if you take up a 12 month Business Broadband Advantage package (as set out in the applicable table below ); and
  - (b) a monthly charge based on the access speed and traffic allowance that you choose (as set out in the applicable table below); and
  - (c) an excess usage charge (as set out in the applicable table below ) if you receive more traffic than your chosen traffic allowance in a month; and
  - (d) the charges that are set out in the Other Charges section of Part A of the <u>Internet</u> <u>Direct and Business Broadband section</u> of Our Customer Terms which are set out under the following headings:
    - (i) Backchannel charges; and
    - (ii) Changing customer.
  - (e) the following charge for changing the point of presence to which your connecting carriage service is connected:

Changing the point of presence	GST excl.
For each change	\$81.82

# Table 1 - Charges if you signed up to Business Broadband Advantage prior to 29February 2008:

Plan	Traffic allowance	Monthly price (GST excl.)	Multi-service pricing (GST excl.)
512/128 Kbps	5 GB	\$120.00	\$109.09
	10 GB	\$130.00	\$118.18

### Part C – Business Broadband

Plan	Traffic allowance	Monthly price (GST excl.)	Multi-service pricing (GST excl.)
	20 GB	\$140.00	\$127.27
512/512 Kbps	5 GB	\$125.00	\$113.64
	10 GB	\$135.00	\$122.73
	20 GB	\$155.00	\$140.91
	40 GB	\$185.00	\$168.18
	60 GB	\$215.00	\$195.45
	Unlimited GB	\$305.00	\$277.27
1500/256 Kbps	5 GB	\$125.00	\$113.64
	10 GB	\$135.00	\$122.73
	20 GB	\$155.00	\$140.91
	40 GB	\$185.00	\$168.18
	60 GB	\$215.00	\$195.45
	Unlimited GB	\$305.00	\$277.27
High Speed ADSL	5 GB	\$130.00	\$118.18
High Speed ADSL	10 GB	\$140.00	\$127.27
High Speed ADSL	20 GB	\$160.00	\$145.45
High Speed ADSL	40 GB	\$190.00	\$172.73
High Speed ADSL	60 GB	\$220.00	\$200.00
High Speed ADSL	Unlimited	\$310.00	\$281.82

Account set up charge for package: \$181.82 (GST excl.). This account set up charge will only apply if you have a Business Broadband Advantage package with a term of 12 months.

The Account set up charge covers the connection of your Business Broadband Advantage service during our business hours of 8:00am to 6:00pm (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 your service outside our business hours.

Excess usage charge: 10.91 cents (GST excl.) for each MB that exceeds the traffic

### Part C – Business Broadband

Plan	Traffic	Monthly price	Multi-service pricing
	allowance	(GST excl.)	(GST excl.)
allowance allowed each month for your selected plan			

Table 2 - Charges if you signed up to Business Broadband Advantage on or after 29February 2008:

Plan	Traffic allowance	Monthly price (GST excl.)	
512/512 Kbps	5 GB	\$81.82	
	10 GB	\$90.91	
	20 GB	\$104.55	
	60 GB	\$145.45	
	Unlimited GB	\$290.91	
High Speed ADSL	5 GB	\$90.91	
High Speed ADSL	10 GB	\$100.00	
High Speed ADSL	20 GB	\$113.64	
High Speed ADSL	60 GB	\$154.55	
High Speed ADSL	Unlimited	\$300.00	
Account set up charge for package: \$181.82 (GST excl.). This account set up charge			

Account set up charge for package: \$181.82 (GST excl.). This account set up charge will only apply if you have a Business Broadband Advantage package with a term of 12 months.

The Account set up charge covers the connection of your Business Broadband Access service during our business hours of 8:00am to 6:00pm (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

### Part C – Business Broadband

Plan	Traffic allowance	Monthly price (GST excl.)	
your service outside our business hours.			
Excess usage charge: 10.91 cents (GST excl.) for each MB that exceeds the traffic allowance allowed each month for your selected plan			

- 5.17 If you signed up to Business Broadband Advantage, or changed your existing Business Broadband Advantage plan, on or after 29 February 2008, you are not eligible for multi-service pricing. If you signed up to Business Broadband Advantage prior to 29 February 2008, the availability of multi-service pricing is subject to certain eligibility criteria. On request, we will tell you about the eligibility criteria for multiservice pricing, which may change from time to time.
- 5.18 If you receive less traffic than your chosen traffic allowance in a month, the remaining unused traffic allowance is forfeited. It is not added to your traffic allowance for any later month.
- 5.19 If you upgrade from Business Broadband Starter to Business Broadband Advantage and you continue to use the two mail boxes we provided to you as part of Business Broadband Starter, then those mail boxes will be treated as mail boxes acquired under Business Mail as a Business Broadband Extra and the applicable charges will apply.

#### 6 Business Broadband Advantage BDSL

#### What is Business Broadband Advantage BDSL?

6.1 Business Broadband Advantage BDSL is made up of various components that we package together for you. The components and applicable terms for those components are set out below:

Components of Business Broadband Advantage BDSL	Applicable terms
Internet Direct	Part A and Part B of the <u>Internet Direct</u> and <u>Business Broadband section</u> of Our Customer Terms
BDSL access	Business DSL section of Our Customer Terms
Router	Set out below.

# Internet Direct and Business Broadband section

### Part C – Business Broadband

Onsite standard router installation	Set out below.
Mail and Web Protection for 5 registered users	Part D of the Internet Direct and Business Broadband section of Our Customer Terms. Any early termination charge set out in that part does not apply to this component of your Business Broadband Advantage.
1 static IP address	Part B of the Internet Direct and Business Broadband section of Our Customer Terms. You can order up to 6 additional IP addresses. We may charge you for this and you will be responsible for the configuration of the additional IP addresses.
Border Gateway Protocol	Part B of the Internet Direct and Business Broadband section of Our Customer Terms.

#### **Onsite standard router installation**

- 6.2 A technician will visit your premises during business hours and install the router for your Business Broadband Advantage.
- 6.3 Installation only covers delivery of the router to your premises during business hours, standard configuration of the embedded router software and connection of the router to a connecting carriage service.
- 6.4 You must ensure that you provide a clean, dry operating environment for the equipment within three metres of the termination point for your connecting carriage service and an appropriate mains power supply. If your premises are not ready for installation when we arrive, we may charge you a call-out fee.

#### Equipment

- 6.5 The title and risk of equipment passes to you on delivery.
- 6.6 We will only provide you with the password necessary to change the configuration of your router when installation is complete.
- 6.7 We may upgrade the router that we provide you from time to time. We warrant that the router that we provide you will perform in accordance with the manufacturer's specifications for 90 days from the date of installation. During the warranty period, if the router does not perform in accordance with the manufacturer's specifications, we will provide you with a replacement router or repair the defect at no charge.

### Our Customer Terms Page Internet Direct and Business Broadband section

### Part C – Business Broadband

- 6.8 If you cause the fault to the router, we will not provide you with a replacement or repair the defect. We may charge you a call-out fee if you request us to attend your site to fix a defect that is caused by you.
- 6.9 We encourage you to seek assistance to configure your router for remote access. We can provide support to fix problems with your router caused by a change that you make to the router's configuration, but we may charge you a call-out fee if we need to attend your site to do so.

#### Minimum term

- 6.10 You may take Business Broadband Advantage BDSL for 24 months or 36 months.
- 6.11 On 29 February 2008, we introduced some new plans. If you signed up to Business Broadband Advantage BDSL prior to 29 February 2008, you can either:
  - (a) choose to remain on your existing contract;
  - (b) apply to take up a new plan within your existing term that you have agreed with us by completing an application to change your existing access speed or traffic allowance. If we accept your application then, subject to any other rights we may have, we will provide Business Broadband Advantage BDSL to you on the new plan for the remainder of your existing term that you have agreed with us; or
  - (c) sign a new contract with us. If you sign a new contract with us:
    - we may charge you an early termination charge as set out below for the cancellation of your existing contract;
    - (ii) we will not charge you the account set up charge; and
    - (iii) if we, in our discretion, do not charge you an early termination charge for the cancellation of your existing contract, we will not provide you with any additional equipment or software if your new package uses the same equipment or software as provided to you under your old package. In this situation you will not receive any reduction in the standard package price.
- 6.12 If your Business Broadband Advantage BDSL is cancelled before the end of the term

### Part C – Business Broadband

that you select, we may charge you an early termination charge. This is equal to 65% of the monthly charges for your Business Broadband Advantage BDSL that would have been payable for the remainder of the term that you agreed with us.

6.13 You acknowledge that if you change your Business Broadband Advantage BDSL to another Business Broadband package type this will be taken to be a cancellation of your Business Broadband Advantage BDSL.

#### Access speeds and traffic allowance

- 6.14 From 29 February 2008, the Business Broadband Advantage BDSL plans set out in Table 1 below will no longer be offered to new customers or to customers changing their existing Business Broadband plan.
- 6.15 If you signed up to Business Broadband Advantage BDSL on or after 29 February 2008, you can:
  - (a) choose between access speeds of 512 kpbs, 1 Mbps, 1.5 Mbps, 2 Mbps, 3 Mbps and 4 Mbps if you are in a metropolitan or regional area; and
  - (b) choose between traffic allowances of 20GB, 40GB, 60GB or an unlimited traffic allowance.

#### Charges

- 6.16 We charge you:
  - (a) a once off set up fee (as set out in the applicable table below); and
  - (b) a monthly charge based on the access speed and traffic allowance that you choose (as set out in the applicable table below); and
  - (c) an excess usage charge (as set out in the applicable table below) if you receive more traffic than your chosen traffic allowance in a month; and
  - (d) the charges that are set out in the Other Charges section of Part A of the <u>Internet</u> <u>Direct and Business Broadband section</u> of Our Customer Terms which are set out under the following headings:
    - (i) Backchannel charges; and
    - (ii) Changing customer.
  - (e) the following charge for changing the point of presence to which your connecting carriage service is connected:

### Part C – Business Broadband

Changing the point of presence	GST excl.
For each change	\$500.00

# Table 1 - Charges if you signed up to Business Broadband Advantage BDSL priorto 29 February 2008:

Plan	Traffic allowance	Prices (GST excl.)	Multi-service pricing (GST excl.)
2MbpsMetropolitan	40 GB	\$1150.00	\$1045.45
	60 GB	\$1683.75	\$1530.68
	Unlimited	\$3285.00	\$2986.36
4MbpsMetropolitan	40 GB	\$2005.00	\$1822.73
	60 GB	\$3010.00	\$2736.36
	Unlimited	\$6025.00	\$5477.27
2Mbps Regional	40 GB	\$1680.00	\$1527.27
	60 GB	\$2114.00	\$1921.82
	Unlimited	\$3415.00	\$3104.55
4 Mbps Regional	40 GB	\$2200.00	\$2000.00
	60 GB	\$3205.00	\$2913.64
	Unlimited	\$6220.00	\$5654.55

Account set up charge for package: \$1,000 (GST excl.)

The Account set up charge covers the connection of your Business Broadband Advantage BDSL service during our business hours of 8:00am to 6:00pm (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 your service outside our business hours.

Excess usage charge: 10.91 cents (GST excl.) for each MB that exceeds the traffic allowance that is allowed each month for your selected plan

# Internet Direct and Business Broadband section

### Part C – Business Broadband

# Table 2 - Charges if you signed up to Business Broadband Advantage BDSL on orafter 29 February 2008:

Plan	Traffic allowance	Prices (GST excl.)
512 Kbps Metropolitan	20 GB	\$545.00
Metropolitan	40 GB	\$595.00
1 Mbps Metropolitan	20 GB	\$715.00
	40 GB	\$765.00
	60 GB	\$795.00
	Unlimited	\$1,265.00
1.5 Mbps Metropolitan	20 GB	\$880.00
	40 GB	\$930.00
	60 GB	\$960.00
	Unlimited	\$1,785.00
2 Mbps Metropolitan	20 GB	\$980.00
	40 GB	\$1,030.00
	60 GB	\$1,060.00
	Unlimited	\$2,220.00
3 Mbps Metropolitan	20 GB	\$1,220.00
	40 GB	\$1,270.00
	60 GB	\$1,300.00
	Unlimited	\$3,160.00
4 Mbps Metropolitan	20 GB	\$1,465.00
	40 GB	\$1,515.00
	60 GB	\$1,545.00
	Unlimited	\$4,110.00

Internet Direct and Business Broadband section

Plan	Traffic allowance	Prices (GST excl.)
512 Kbps Regional	20 GB	\$635.00
	40 GB	\$685.00
1 Mbps Regional	20 GB	\$800.00
	40 GB	\$850.00
	60 GB	\$880.00
	Unlimited	\$1,355.00
1.5 Mbps Regional	20 GB	\$965.00
	40 GB	\$1,015.00
	60 GB	\$1,045.00
	Unlimited	\$1,885.00
2 Mbps Regional	20 GB	\$1,065.00
	40 GB	\$1,115.00
	60 GB	\$1,145.00
	Unlimited	\$2,340.00
3 Mbps Regional	20 GB	\$1,305.00
	40 GB	\$1,355.00
	60 GB	\$1,385.00
	Unlimited	\$3,310.00
4 Mbps Regional	20 GB	\$1,550.00
	40 GB	\$1,600.00
	60 GB	\$1,630.00
	Unlimited	\$4,285.00

## Our Customer Terms Page Internet Direct and Business Broadband section

## Part C – Business Broadband

Account set up charge for package: \$1,000 (GST excl.)

The Account set up charge covers the connection of your Business Broadband Advantage BDSL service during our business hours of 8:00am to 6:00pm (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 your service outside our business hours.

Excess usage charge: 10.91 cents (GST excl.) for each MB that exceeds the traffic allowance that is allowed each month for your selected plan

- 6.17 If you signed up to Business Broadband Advantage BDSL, or changed your existing Business Broadband Advantage BDSL plan, on or after 29 February 2008, you are not eligible for multi-service pricing. If you signed up to Business Broadband Advantage BDSL prior to 29 February 2008, the availability of multi-service pricing is subject to certain eligibility criteria. On request, we will tell you about the eligibility criteria for multi-service pricing, which may change from time to time.
- 6.18 If you receive less traffic than your chosen traffic allowance in a month, the remaining unused traffic allowance is forfeited. It is not added to your traffic allowance for any later month.
- 6.19 If you upgrade from Business Broadband Starter to Business Broadband Advantage BDSL and you continue to use the two mail boxes we provided to you as part of Business Broadband Starter, then those mail boxes will be treated as mail boxes acquired under Business Mail as a Business Broadband Extra and the applicable charges will apply.

### 7 Business Broadband Extras

- 7.1 There are a number of Business Broadband Extras that you can select with your Business Broadband Package. These are:
  - (a) Business Support;
  - (b) Business Mail;
  - (c) Business Security;
  - (d) Business Online; and
  - (e) SMTP feature.

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Business Support, SMTP feature and Business Security are described in this Business Broadband Extras section. Business Online is described below in the Business Online section of this part of Our Customer Terms, as it can also be purchased as a stand-alone service. Business Mail is described below in the Business Mail section of this part of Our Customer Terms, as it can also be purchased with other Telstra services.

#### **Business Support**

- 7.2 Business Support is a support service for your Business Broadband Package.
- 7.3 There are five Business Support services available for your Business Broadband Package. They are set out in the following table:

Business Support package		
technician, v PCs. Additi	<b>Networking -</b> This service is provided onsite (at your premises) by an IT who will customise the Business Broadband gateway router for up to 3 onal PCs (up to a total of 10PCs) can be configured for an additional fee. ails are as follows:	
• Co	nfigure DHCP scope of the gateway router (if required);	
	nfigure secure wireless access point operation on the gateway router (if quired);	
	t-up secure wireless access point and operation on the gateway router (if quired);	
• Co	nnect each computer to the gateway (via fixed or wireless);	
• Co	nfigure each computer to send and receive email;	
• Co	nfigure each computer to access and browse the Internet.	
technician w	<b>d Networking -</b> This service is provided onsite (at your premises) by an IT who will customise the Business Broadband gateway router for up to 3 PCs N server as follows:	
list	onfigure the gateway router DHCP scope, NAT and basic filtering, access as and port forwarding (e.g. redirecting mail to server and websites to web rvers).	
Co     rou	onfigure and secure the wireless set-up on the Telstra supplied gateway uter (if required).	
• Se	t-up secure wireless connectivity on each wireless capable computer.	
	onfigure each computer to connect to the internet to access and browse Internet, and send and receive email, including use of proxy server (if	

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required).
required).
<ul> <li>Configure a LAN connected server network and application settings (mail, web, proxy) to correctly access the Internet via the Business Broadband gateway.</li> </ul>
Additional PCs (up to a total of 10 PCs) can be configured for an additional fee.
<b>3. Cisco extended warranty support</b> - This provides you with an extended hardware and software warranty for selected Cisco router equipment. This extends the basic manufacturer's warranty on new router equipment beyond the standard 90 day manufacturer warranty period to one year from the activation date. You can get router hardware and software support through a help desk, and where the router is defective you will be given a procedure to repair or replace it.
<b>4. IT services on demand</b> - This service provides you with access to an IT technician either onsite or remotely to perform IT support and maintenance services relating to LAN, PC and Server hardware, OS and Telstra Business supplied applications. The range of ad hoc IT services available includes:
LAN switch and patch cables.
<ul> <li>Telstra Mobile Broadband - Wireless network hardware and software installation.</li> </ul>
VPN implementation and software installation and support.
Firewall and web filtering software installation and configuration.
LAN based printer and multifunction device configuration and support.
<ul> <li>Staging and modification to network equipment.</li> </ul>
<ul> <li>Telstra Business Broadband Extra's installation, configuration and troubleshooting.</li> </ul>
Business Security.
Business Mail.
Business Online.
Business Conference.
<b>5. Remote Assistance</b> – We can provide you with remote IT support via telephone and internet access to your network equipment (at your premises).

- 7.4 You may apply for more than one Business Support service from us for your Business Broadband Package.
- 7.5 We will agree the charges for Business Support services with you separately.
- 7.6 Unless otherwise agreed, Business Support services will be performed during

### Part C – Business Broadband

Standard Business Hours. If the Business Support services are to provided After Hours, additional charges will apply.

7.7 For the purpose of Business Support services, our **Standard Business Hours** are 8am to 5pm, Monday to Friday, excluding public holidays in the State or Territory where the relevant service is located or will be provided.

For example, the time zone of the relevant State or Territory, as well as State- or Territory-based public holidays are taken into account

- 7.8 The charges for Business Support services will appear on your next Telstra broadband bill after the services have been performed.
- 7.9 If, for any reason, Telstra is unable to perform all or part of any Business Support service that Telstra has agreed to deliver, you will not be charged for any elements of the service that Telstra is unable to perform, and the charges for Business Support services will be reduced accordingly.
- 7.10 If, within 7 calendar days after a Business Support service is performed, a defect arises which directly relates to the Business Support service performed, Telstra will correct that defect at no charge.
- 7.11 There may be limitations that apply to your Business Support, which we will tell you about at the time you apply for it.
- 7.12 You are responsible for backing up your software and data before we provide any Business Support services to you.
- 7.13 When our technicians visit you at your premises, you must ensure that a person of at least 18 years of age is present and you must provide our technicians with access to the areas of your premises that we need to access to provide the services, passwords to your computer and systems (as required), electrical power and internet access (where required) and reasonable assistance with using your systems so that we can perform the Business Support services for you.
- 7.14 Where you ask us to provide remote assistance, you give us permission to access your computer remotely and you will need to download software onto your computer to enable us to do so. You must also provide us with passwords to your computer and systems (as required) and reasonable assistance with using your systems so that we can perform the Business Support services for you.
- 7.15 If you will be giving us access to personal information of other individuals as part of providing the services to you, you must have obtained any necessary privacy consents from those individuals to enable us to perform the Business Support services.

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#### **SMTP** feature

- 7.16 The SMTP feature allows you to send outgoing emails to the Internet through an SMTP gateway. The SMTP feature does not accept incoming emails. You do not need to use the SMTP feature if you are using Business Mail.
- 7.17 The SMTP feature is not available to you if you have only obtained the Business Online service as a stand-alone service or if you are a Business Online customer and you are sending email from a network that is not provided by us.
- 7.18 The SMTP feature will authenticate each access request based on the IP address we have allocated to you. If we have allocated only one IP address to your Business Broadband service, then you may access the SMTP feature through your Business Broadband service at any time by configuring your email client to send outgoing emails to smtp.telstrabusiness.com or such other host as we may tell you from time to time. If we have allocated more than one IP address to your Business Broadband service, please see our website referred to below to determine how you can access the SMTP feature.
- 7.19 There are certain limitations with the SMTP feature, for example the number of emails and the size of emails which may be processed by the SMTP feature. These limitations are set out on our website located at <a href="http://www.telstrabusiness.com/business/portal/online/site/help/businessbroadbandservicees.19437#Technical%20specifications">http://www.telstrabusiness.com/business/portal/online/site/help/businessbroadbandservicees.19437#Technical%20specifications</a>. We may change these limitations from time to time. If we have allocated more than one IP address to your Business Broadband service, then you will need to check our website for specific access limitations that apply to the SMTP feature. We can refuse access to the SMTP feature or discard or delete any email sent through the SMTP feature (without telling you or the person who sent it) if your use of the SMTP feature meets or exceeds any of these limitations.
- 7.20 You must use the SMTP feature in accordance with our reasonable directions. You must not use the SMTP feature, attempt to use the SMTP feature or allow the SMTP feature to be used in any way:
  - (a) which causes you to breach your contract 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 SMTP feature, our networks or equipment or those of another person, or the provision by us of services to you or another

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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 SMTP feature by any means.
- 7.21 The SMTP feature is designed for your reasonable business use only. It is not intended to be used as a relay for ISPs or for high volume news lists or other mailing servers.
- 7.22 We will use reasonable endeavours to ensure that the SMTP feature is available for your use. However, we do not promise that the SMTP feature will always be available or that it will deliver all emails to the intended recipients.
- 7.23 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 SMTP feature.
- 7.24 We will try to notify you before we terminate or suspend your access to the SMTP feature if it is reasonably possible to do so. However, a failure to notify you will not affect any such termination or suspension.

#### **Business Security**

- 7.25 You can obtain Business Security as a Business Broadband Extra to your Business Broadband Package. If you have Business Broadband Starter, all of the Business Security options are available for you to select. If you have Business Broadband Advantage or Business Broadband Advantage BDSL, you can obtain the options of Business Security that are not already provided as standard security features with your package.
- 7.26 Business Security includes the following options that you can select from (and the applicable terms):

Business Security options	Applicable terms
Mail and Web Protection	Part D of <u>Internet Direct and Business</u> <u>Broadband section</u> of Our Customer Terms
Mail and Web Control	Part D of <u>Internet Direct and Business</u> <u>Broadband section</u> of Our Customer Terms

- 7.27 You can choose to receive one of the options for Business Security or a combination of the options.
- 7.28 For Business Security, we charge you (depending on which options you select):
  - (a) a once off set up fee of \$22.73 (GST excl.) for each Mail and Web Protection or Mail and Web Control order;
  - (b) a monthly charge for Mail and Web Protection based on the number of registered users being scanned by the Mail and Web Protection service (as set out in the below table);
  - (c) a monthly charge for Mail and Web Control based on the number of registered users being scanned by the Mail and Web Control service (as set out in the below table); and
  - (d) a monthly charge for PC backup based on the amount of data that you wish to backup (as set out in the below table).

Business Security option	Number of registered users	Monthly charge (GST excl.)
Mail and Web Protection	Up to 5 registered users	\$22.73
	Up to 10 registered users	\$40.91
	Up to 20 registered users	\$72.73
	Up to 50 registered users	\$159.09
	Each registered user after the first 50	\$2.73 per user
Mail and Web Control	Up to 5 registered users	\$27.27
	Up to 10 registered users	\$50.00
	Up to 20 registered users	\$90.91
	Up to 50 registered users	\$204.55
	Each registered user after the first 50	\$3.64 per user

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### 8 Domain name registration and hosting service

#### What is the domain name registration and hosting service?

- 8.1 The domain name registration and hosting service comprises the following services:
  - (a) a domain name registration, renewal or re-delegation service on your behalf, and
  - (b) hosting a domain name on our servers.
- 8.2 The domain name registration and hosting service can be provided to you as part of:
  - (a) Business Mail; or
  - (b) a Business Online service.

#### Domain name registration, renewal and re-delegation

- 8.3 If you ask us to register a domain name on your behalf, we will, as your agent, apply for the domain name you have requested (**your domain name**) for the registration period specified in this section of Our Customer Terms.
- 8.4 You must comply with our domain name rules set out at <u>http://telstra.com.au/internetdirect/tech\_dns.htm</u> in selecting your domain name.
- 8.5 We can only register a domain name if that domain name is available for use. We do not guarantee that we can register your domain name.
- 8.6 If our application for the registration of your domain name is successful, we will become the delegated domain administrator for your domain name. You must not have any domain name hosting arrangements with any other people in respect of domain names managed by us as the delegated domain name administrator.
- 8.7 If:
  - (a) we are the delegated domain administrator of your registered domain name at the scheduled time of expiry of the registration; and
  - (b) you are, at that time, the registered holder of the registered domain name.

we will send you an email asking if you wish to renew the domain name before the expiry date. We will renew the domain name before the expiry date without sending you an email if:

(c) you obtain the domain name registration and hosting service for the domain name as part of your Business Broadband service package or Business Online

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service; and

 (d) you are, at the scheduled time of expiry of the registration, acquiring the Business Broadband service package or Business Online service (as applicable) from us.

#### 8.8 If:

- (a) you do not want to renew the domain name or if you do not respond to the email; or
- (b) you obtain the domain name registration and hosting service for the domain name as part of your Business Broadband service package, and we do not renew the domain name,

we will remove your domain name records from our system and you will not be able to use that domain name for any of your electronic mail services or your Business Online service (as applicable).

- 8.9 If we renew your domain name, you agree to pay us the domain name renewal fee.
- 8.10 You can ask us to re-delegate your existing domain name to us by completing and submitting an application form. We can only re-delegate the following four Domain Name Server (DNS) parameters as part of the domain name registration and hosting service:
  - (a) the www DNS parameter;
  - (b) the mail DNS parameter;
  - (c) the FTP DNS parameter; and
  - (d) the shop DNS parameter.
- 8.11 You must provide us with information we request to allow us to re-delegate your existing domain name to us, including notifying us of any additional records you may hold that are associated with your domain name.
- 8.12 Domain names that have any DNS parameters in addition to the four above are regarded as complex domain names.
- 8.13 If you would like to re-delegate a complex domain name and you have a Business Broadband service, Business Broadband service package or Telstra Internet Direct service, then the domain name can be re-delegated to us through the CustData interface which is made available with those services. Complex domain names re-

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delegated through the CustData interface will still be provided as part of your domain name registration and hosting service. Please see Part A of the <u>Internet Direct and</u> <u>Business Broadband section</u> of Our Customer Terms.

8.14 You may not alter, cancel or withdraw your registration request for your domain name until the registration has occurred or has been rejected.

#### **Compliance with policies**

- 8.15 You agree to be bound by and will comply with the policies, terms and conditions set out at <u>http://www.melbourneit.com.au/policies</u> (as amended by the relevant registrar from time to time).
- 8.16 If your domain name is:
  - (a) a ".com", ".net", ".org" or other top level domain name (**TLD**), you agree to comply with the policies applicable to such domain names as issued by the Internet Corporation for Assigned Names and Numbers (**ICANN**) (as amended by ICANN from time to time); or
  - (b) a ".au" domain name (each a 2LD), you agree to be bound by the .au 2LD Domain Name Eligibility and Application Policy Rules issued by .au Domain Administration Limited (auDA) located at <u>http://www.auda.org.au/</u> (as amended by auDA from time to time).
- 8.17 You acknowledge that additional policies relating to your domain name may come into effect from time to time, and you agree to comply with such additional policies.

#### Disputes over your domain name

- 8.18 You agree that in the event of a dispute in registering a TLD or about a TLD after registration:
  - (a) you will submit to and are bound by the Uniform Domain Name Dispute Resolution Policy (UDNDRP) and the Rules of the UDNDRP both of which are located at <u>http://www.melbourneit.com.au/policies/</u> (as amended from time to time); and
  - (b) you will be subject to arbitration, suspension or cancellation by any ICANN procedure, or by any registry administrator procedure approved by ICANN policy, relating to:
    - (i) the correction of mistakes by us or the registry administrator in registering the domain name; or
    - (ii) the resolution of disputes concerning the domain name.

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- 8.19 You agree that in the event of a dispute in registering a 2LD or about a 2LD after registration, you will submit to and be bound by the .au Dispute Resolution Policy (auDRP) located at <u>http://www.auda.org.au/</u> (as amended by auDA from time to time).
- 8.20 You agree that you accept any changes or modifications to the applicable policies if you maintain the registration of your domain name after such changes or modifications become effective.

#### Domain name hosting

- 8.21 If you request, we will host your domain name records on our DNS servers. We will commence hosting your domain name records:
  - (a) when the registration of your domain name is successful; or
  - (b) if you have asked us to host your domain name records in connection with your Business Broadband service package, Business Online service or if you have requested the redelegation of your domain name to us.
- 8.22 If we are the delegated domain administrator for your domain name, we will automatically direct all electronic mail messages received by us and addressed to a user in your domain name to your email service in your Business Broadband service package.

#### Domain name parking and redirection

- 8.23 If you have a stand-alone Business Online service (that is, a Business Online service not part of a Business Broadband service package), you can choose to have domain name parking and redirection as part of the domain name registration and hosting service.
- 8.24 Domain name parking is where we host one or more alias domain names for you. An alias domain name is a domain name that is not used for:
  - (a) an active website hosted by us under a Business Online service; or
  - (b) the email address hosted by us under a Business Mail service.
- 8.25 The redirection service enables internet or email traffic to your alias domain name to be redirected to your primary domain name (that is, the domain name that is actively used for your website hosted by us under a Business Online service or as the email address hosted by us under a Business Mail service).
- 8.26 You can change an alias domain name to a primary domain name hosted by us under a Business Online service by telling us. The terms for your Business Online service are set out below.

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8.27 If you have a stand-alone Business Online service and wish to obtain a Business Broadband package service, you will need to delegate to another service provider all alias domain names that we host for you as part of your Business Online service.

#### Charges

- 8.28 You must pay any registration or delegation charges to us in advance. We cannot register a domain name for you unless you pay for it in advance.
- 8.29 If you have:
  - (a) Business Mail;
  - (b) a Business Broadband Starter package; or
  - (c) a Business Broadband package service with obtain Business Online,

then the charges for the domain name registration and hosting service are included as part of the charges for those services.

- 8.30 If you have a Business Broadband Starter package and obtain Business Mail as a Business Broadband Extra, the charges for the domain name registration and hosting service for your second domain name is included as part of the charges for your Business Mail.
- 8.31 If you have a stand-alone Business Online service, then the charges for the domain name registration and hosting service are as follows:

Domain service	Charge per domain (GST excl.)
Registration or renewal of domain name	\$22.73 per annum
Hosting of primary domain name used for Business Online that we register or renew, or you re-delegate to us	No additional charge
Domain name parking (and redirection if selected) of alias domain names that we register or renew, or you re- delegate to us	\$109.10 per annum

#### **Registration period**

8.32 The registration period for domain names is:

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- (a) 1 year for ".au" domain names; and
- (b) 2 years for all other types of domain name.

If you cancel your service during the registration period, we are not able to give you a refund.

#### Termination

- 8.33 You may terminate your domain name hosting service by giving us 30 days' notice in writing.
- 8.34 If you obtain the domain name registration and hosting service as part of a stand-alone Business Online service, we may terminate your domain name registration and hosting service:
  - (a) if you fail to pay the applicable fees for that service (we will notify you before doing so); or
  - (b) at any time, by giving you 30 days' notice in writing;
- 8.35 If your Business Online service or Business Mail service (whether obtained as a Business Broadband Extra or as a component of a Business Broadband Starter service) terminates for any reason, your domain name registration and hosting service will terminate at the same time.

#### Consequences of termination of the service

- 8.36 On termination of the domain name registration and hosting service for any reason, we may delete your registered domain name from our domain name hosting systems.
- 8.37 If the domain name hosting service is terminated:
  - (a) you are responsible for ensuring that you have an alternative provider to host your domain name. If you do not have alternative arrangements to host your domain name, then your domain name will not be visible on the Internet and you will not be able to receive electronic mail directed to users of the domain name; and
  - (b) you are still liable for the other services you obtain from us, such as Business Online or your Business Broadband service package.

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### 9 Business Online

#### What is Business Online?

- 9.1 Business Online is made up of various components that we package together for you. The components are:
  - (a) website hosting;
  - (b) website builder; and
  - (c) website statistics.

The terms for each of those components are set out below.

9.2 You can obtain a Business Online service as a Business Broadband Extra or as a stand-alone service.

#### Website hosting

- 9.3 We will provide you with a website hosting service that has certain features, storage space and permitted data allowance. The features, levels of storage space and permitted data allowance will depend on the package and features that you select in your application form.
- 9.4 Website hosting also allows you to change the server on which your website is hosted. We will charge you the Web Server Transition Fee set out in the charges section below if you change the server on which your website is hosted.
- 9.5 You need to have one of the following types of registered domain name for your website hosting service: .com, .com.au, .net, .net.au, .org, .org.au, or .gov.au. You can:
  - (a) ask us to register a .com, .com.au, .net, .net.au, .org, or .org.au domain name for you; or
  - (b) provide us with details of an existing domain name.

If you ask us to register a domain name for you or you re-delegate your domain name to us, the terms set out in the Domain name registration and hosting service section above apply.

- 9.6 We will provide you with at least one logon name and password to allow you to access a web page called mission control. You can use mission control to:
  - (a) create POP Mail mailboxes;

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- (b) configure various features of your Business Online service;
- (c) view information about your service which may be available from time to time;
- (d) add additional features to your Business Online service ("Add Ons");
- (e) log issues with your service or request a complex activation or configuration; and
- (f) upgrade or downgrade your plan or website builder.
- 9.7 If you use mission control to create mailboxes, you will be required to pay the charges that are set out in the Business Mail section below.
- 9.8 You acknowledge that each Add On may have separate terms that apply, as set out in this section of Our Customer Terms.
- 9.9 You can choose between a Standard Package or an eCommerce Package.
- 9.10 If you choose a Standard Package, you can select a storage space of 200MB, 500MB, 800MB or 3000MB. If you choose an eCommerce Package, you can select a storage space of 500MB, 800MB or 3000MB.
- 9.11 The amount of storage space you use is calculated by adding the monthly average of the disk space of your web site and the monthly average of the stored data in all your POP Mail mailboxes created under your Business Online service. If your storage space exceeds the amount you have selected, you agree to reduce the size of your POP Mail mailboxes if we ask you to (by either downloading or deleting emails).
- 9.12 Each storage space has a certain data download limit and comes with a standard number of security tokens as set out below. If you exceed the relevant allowed download limits, you will be charged the additional charges that are set out in the charges section. Security tokens allow you to prevent users from having access to certain parts of your website unless the user enters a username and password.

Storage space	Data download limit	Standard number of security tokens
200MB	10,000MB	5
500MB	20,000MB	10

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Storage space	Data download limit	Standard number of security tokens
800MB	30,000MB	15
3000MB	40,000MB	20

- 9.13 You may only use your Business Online service for commercial purposes. You must not build or maintain a website that is offensive, in breach of any laws, regulations or policies applicable to internet content or in breach of any provision of the <u>Internet</u> <u>Direct and Business Broadband section</u> of Our Customer Terms. If we believe that you are in breach of this clause, we may modify, limit or suspend your Business Online service.
- 9.14 You can upgrade your Standard Package or your storage space through mission control.
- 9.15 We will use reasonable endeavours to back up your data. In the event of equipment failure or data corruption, we will use reasonable endeavours to restore your data.
- 9.16 We cannot promise that the backup of your data will be complete and error free. We backup your data on a regular basis but only when you have made your files available to us so that we are able to perform our backup procedures. We are not responsible for handling complaints about your data.
- 9.17 You must scan your data for viruses and ensure that the data that you upload onto our systems does not contain any computer virus and will not in any way corrupt the data or systems of any person.
- 9.18 You warrant that our use of your data to provide you with your Business Online service will not infringe any other person's rights including intellectual property rights.

#### Website builder

9.19 You will receive website builder with your selected package. Website builder can help you create, modify and publish a website. The terms are set out in the table below:

Website Builder Standard (included with a standard package)	Website Builder Advanced (included with an eCommerce package)
If you select a Standard Package, you will receive Website Builder	If you select an eCommerce Package, you will receive Website Builder Advanced which is Website Builder

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Standard which will assist you with having online presence.	Standard with extra features including an e-shop feature which provides functionality to allow you to sell your products and services from your website.
Website Builder Standard does not have eCommerce capability. If you want eCommerce capability on your website, you need to upgrade your package to an eCommerce Package.	If you have a Website Builder Advanced and you use the e-shop tool, you acknowledge that the tool utilises the merchant services of a third party. You may have to agree to the terms and conditions of the third party. We will not be responsible for loss that you may suffer as a result your use of the e-shop tool.

- 9.20 If you upgrade your Standard Package to an eCommerce Package, your website content will automatically migrate with the upgrade. If you downgrade your eCommerce Package to a Standard Package, we will not be able to migrate or keep a copy of your content. You acknowledge that if you downgrade to a plan with 200MB, then you are downgrading to a Standard Package because there are no eCommerce Package plans with 200MB storage space.
- 9.21 The features of your website builder may change from time to time.
- 9.22 If your Standard Package or eCommerce Package is cancelled for any reason, your website builder will also be cancelled. We recommend that you keep a copy of your content because if your website builder is cancelled for any reason, we will not keep a copy of your content.
- 9.23 You acknowledge that we obtain website builder from a third party. If the third party stops providing us with website builder, we will endeavour to give you as much notice as possible but we will have to stop providing the product to you.

#### Website statistics

- 9.24 Website statistics is a reporting tool that provides information on the internet traffic your website receives.
- 9.25 You should not rely on the data provided in your website statistics for calculating excess usage charges and other charges. The website statistics data should be used as a guide only.

#### Add Ons

- 9.26 Add Ons are additional features that you can add to your Business Online service through mission control. The charges for Add Ons are set out in the charges section below.
- 9.27 You acknowledge that we obtain Add Ons from a third party. If the third party stops providing us with an Add On, we will endeavour to give you as much notice as

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possible but we will have to stop providing it to you. You may have to agree to the terms and conditions of the third party.

- 9.28 You may need to have a certain package or download limit to receive Add Ons.
- 9.29 The Add Ons and applicable terms and limitations are set out in the table below:

Add On	Description and applicable terms
SSL Keys	SSL Keys allow you to use your own domain name with your Business Online service. You may choose either a Thawte 128 bit or auto 128 bit plan, a Verisign 40 bit or 128 bit plan or a Comodo 128 bit plan. The 128 bit plans provide more secure protection.
Private IP Address	Private IP Address gives you your own IP Address, which can be used with SSL Keys or Anonymous FTP.
	You may only apply for a Private IP Address if your Business Online service has at least 800MB of storage space. A Private IP Address is included at no additional charge as part of your Business Online service if you obtain 3000MB of storage space.
Anonymous FTP	Anonymous FTP allows users of your website to download files from your website without a password.
	You may only apply for Anonymous FTP if your Business Online service has at least 800MB of storage space. Anonymous FTP is included at no additional charge as part of your Business Online service if you obtain 3000MB of storage space.
Additional Security Token	Security tokens allow you to prevent users from having access to certain parts of your website unless the user enters a username and password. You may apply for security tokens as an Add-On in addition to the standard number of tokens you receive with your Business Online package. You are limited to ordering 26 additional security tokens with your Business Online service.
Additional Data Sources	Additional Data Sources provides you with a System Data Source Name (DSN), which allows you to connect to your existing databases. DSNs are configured on the web server to allow the code in web pages to access the database.
Additional Mailing Lists	A Mailing List that allows you to send an email to up to 1,000 email addresses from a single email address comes standard with your Business Online. Additional Mailing Lists gives you mailing lists for up to 1,000 email addresses per list in addition to the list you receive with your Business Online.
SiteShop	SiteShop is an eCommerce solution that allows you to create an online shop which can sell up to 1500 products.
On and from 6 March 2012 the SiteShop service is not	SiteShop has a 100MB storage space limit and allows up to 1000MB of data to be transferred to and from your online shop per month. The

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Add On	Description and applicable terms
available to new customers, or to existing customers seeking take up this	monthly average of the stored data in all the POP Mail mailboxes created under your Business Online service is included in the storage space limit for your SiteShop.
service.	Additional monthly charges (which are set out below) apply if your SiteShop exceeds the storage space and data transfer limits above.
	Additional charges apply if you use PayPal with your SiteShop
Media Upload and Archive	Media Upload allows you to upload data to your website from a CD or DVD.
	Media Archive allows you to download data from your website to a CD or DVD.
Web Server Log	Web Server Log provides you with a report of the number of users that access your website.
SQL Database	You can apply for a MySQL Database, a Standard SQL Database or a Premier SQL Database. Each type of SQL Database comes with a certain amount of storage space and number of permitted users (which are set out below).
	You may purchase additional SQL Database storage space for the additional charge set out below.
	If your database exceeds the relevant number of permitted user connections, then your excess connections will be automatically terminated. We are not responsible for any problems you experience that are caused by the termination of excess user connections.
	We are not able to provide you with a testing environment for your SQL Database. You should test your SQL Database offline.
	The Standard or Premier SQL Databases come with full-text search facilities for character-based data. The full-text search facilities can be used to create special indexes of all relevant words in selected columns of selected tables. The storage space occupied by the full-text search indexes is included in your storage space limit.
	You should apply the SQL Server development best practices guidelines, which are set out at http://admin-au.server-secure.com/bestpractices/sql/ when using any of the SQL Databases.
	MySQL Database
	There are two types of MySQL Database: MySQL Intro and MySQL Standard. The MySQL Intro Database is a single database with up to 2MB of storage space (including both data and transaction log space) and the MySQL Standard Database is a single database with up to 15MB of storage space (including both data and transaction log space).
	Both types of MySQL Database can support up to 10 simultaneous user connections, including 2 users who use the database for application and administrative purposes only.

Add On	Description and applicable terms		
	You may apply for both types of MySQL Database but you can only apply for one MySQL Intro Database and only at the time you apply for your first MySQL Add On.		
	You cannot use:		
	external network connections;		
	software packages not provided by us; or		
	InnoDB or Berkeley table types,		
	with your MySQL Database.		
	Standard SQL Database		
	The Standard SQL Database is a single database with up to 50MB of storage space (including both data and transaction log space) and can support up to 10 simultaneous user connections.		
	You may apply for a Standard SQL Database if your Business Online service has a storage space of at least 500MB.		
	Premier SQL Database		
	The Premier SQL Database is a single database with up to 150MB of storage space (including both data and transaction log space) and can support up to 35 simultaneous user connections.		
	You may apply for a Premier SQL Database if your Business Online service has a storage space of 3000MB.		
	If you receive a Premier SQL Database, you must:		
	<ul> <li>design your Web-SQL applications to use the same user connection and, if possible, avoid opening individual user session connections to the database;</li> </ul>		
	• ensure that at least one of your personnel responsible for development of your SQL Database has at least two years experience in SQL Server development or has Microsoft certification (MCSD or MCDBA); and		
	• test all application components of your Premier SQL Database prior to deploying it to the SQL Premier site server		
ColdFusion	ColdFusion allows you to deploy an interactive database-driven site. There are two types of ColdFusion: Standard ColdFusion and Premier ColdFusion.		
	You may apply for Standard ColdFusion if your Business Online service has a storage space of 800MB.		
	You may apply for Premier ColdFusion if your Business Online service has a storage space of 3000MB.		

## Part C – Business Broadband

#### Charges

9.30 The charges for your Business Online service are set out below:

Plan	200MB	500MB	800MB	3000MB
Set up charge (GST excl.) (once-off charge)	\$58.18	\$88.18	\$95.45	\$95.45
Standard Package (GST excl.) (monthly charge - Standard Package)	\$36.32	\$59.95	\$81.77	\$299.95
eCommerce Package (GST excl.) (monthly charge - eCommerce Package)	Not available	\$64.50	\$86.32	\$304.50
Web Server Transition Fee: (GST excl.) (once- off charge)	excl.) (once-		73	

- 9.31 The charges for your domain name registration and domain name parking (if applicable) are set out above in the Domain name registration and hosting service section of this part of Our Customer Terms.
- 9.32 The charges for excess storage and excess data traffic are set out below:

Item	Charge (GST excl.)
Excess Storage per MB	36.4¢
Excess data traffic per MB	7.3¢

9.33 The charges for Add Ons are set out below:

Add On	Add On plan/additional charges (if applicable)	Charges (GST excl.)
SSL Keys	SSL Thawte (up to 128 bit)	\$450.00 (per year)
	SSL VeriSign (40 bit)	\$700.00 (per year)
	SSL VeriSign (128 bit)	\$1,800.00 (per year)

Add On	Add On plan/additional charges (if applicable)	Charges (GST excl.)
	SSL Thawte (auto 128 bit)	\$850.00 (per year)
	SSL Comodo (128 bit)	\$227.27 (per year)
Private IP Address		\$45.45 set up fee, if taken with a Business Online service with 800MB of storage space.
Anonymous FTP		\$45.45 set up fee, if taken with a Business Online service with 800MB of storage space.
		No charge, if taken with Private IP Address
Additional Security Token		\$4.54 (per token)
Additional Data Sources		\$60.00 (set up fee)
Additional Mailing Lists		\$10.00 (per month per list)
SiteShop	SiteShop	\$27.27 (per month)
	Additional storage space	9¢ (per MB per month)
	Additional transferred data	7¢ (per MB per month)
Media Upload and Archive	Media Upload	\$44.54 (set-up fee)
Alchive	Media Archive	\$84.54 (set-up fee)
Web Server Log		\$14.54 (per month)
SQL Database	MySQL Intro	\$26.36 (per month)
	MySQL Standard	\$4.55 (set-up fee)
		AND
		\$26.36 (per month)
	Standard SQL	\$110.00 (set-up fee)
		AND
		\$13.64 (per month)

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Add On	Add On plan/additional charges (if applicable)	Charges (GST excl.)
	Premier SQL	\$110.00 (set-up fee)
		AND
		\$27.27 (per month)
	Additional SQL storage space for MySQL Intro	72.7¢ (per MB per month)
	Additional SQL storage space for MySQL Standard, Standard SQL and Premier SQL	36.4¢ (per MB per month)
ColdFusion	Standard ColdFusion	\$13.64 (per month)
	Premier ColdFusion	\$45.45 (per month)

### 10 Business Mail

- 10.1 There are two types of Business Mail:
  - (a) Business Mail Standard; and
  - (b) Business Mail Advanced.

#### **Business Mail Standard**

10.2 Business Mail Standard is made up of two components. The components and the applicable terms for those components are set out below:

Component of Business Mail	Applicable terms
Exchange Mail (Executive Mail Box Exchange Mail) including Antivirus and Antispam	If you signed up to Business Mail Standard prior to 29 February 2008, the terms and conditions are set out in Part B of the <u>Hosting section</u> of Our Customer Terms (except for charges applicable to the number of mail boxes which you select. The charges for the number of mail boxes that you select are set out in this section).

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Component of Business Mail	Applicable terms
	If you signed up to Business Mail Standard on or after 29 February 2008, the terms and conditions are set out in the Managed ICT Services Section of Our Customer Terms (except for charges applicable to the number of mail boxes which you select. The charges for the number of mail boxes that you select are set out in this section).
Domain name registration and domain name hosting	Domain name registration and hosting service section at of this part of Our Customer Terms.

- 10.3 The Exchange Mail component of Business Mail Standard provides Executive Mail Boxes as described in:
  - (a) Part B of the Hosting section of Our Customer Terms if you signed up to Business Mail Standard prior to 29 February 2008; or
  - (b) the <u>Managed ICT Services section</u> of Our Customer Terms if you signed up to Business Mail Standard on or after 29 February 2008.
- 10.4 If you use Business Mail on a Macintosh computer, you will only be able to access Business Mail via the internet using certain types of web browsers (which we will notify you at the time you apply for your Business Mail). We do not provide support for your Business Mail if it is used on a Macintosh computer.

#### **Business Mail Advanced**

10.5 Business Mail Advanced is made up of two components. The components and the applicable terms for those components are set out below:

Component of Business Mail Advanced	Applicable terms
Exchange Mail (Advanced Mail Box Exchange Mail) including Antivirus and Antispam	If you signed up to Business Mail Advanced prior to 29 February 2008, the terms and conditions are set out in Part B of the <u>Hosting section</u> of Our Customer Terms (except for charges applicable to the number of mail boxes which you select. The charges for the number of mail boxes that you select are set out in this section).

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Component of Business Mail Advanced	Applicable terms
	If you signed up to Business Mail Advanced on or after 29 February 2008, the terms and conditions are set out in the Managed ICT Services Section of Our Customer Terms (except for charges applicable to the number of mail boxes which you select. The charges for the number of mail boxes that you select are set out in this section).
Domain name registration and domain name hosting	Domain name registration and hosting service section of this part of Our Customer Terms.

- 10.6 The Exchange Mail component of Business Mail Advanced provides Advanced Mail Boxes as described in:
  - (a) Part B of the Hosting section of Our Customer Terms if you signed up to Business Mail Advanced prior to 29 February 2008; or
  - (b) the <u>Managed ICT Services section</u> of Our Customer Terms if you signed up to Business Mail Advanced on or after 29 February 2008.

#### Domain name registration and domain name hosting

10.7 The domain name registration and domain name hosting component of Business Mail can be provided for one ".com", ".com.au", ".org", ".org.au", ".net" or ".net.au" domain name (or other domain name types that we may make available from time to time). The Business Mail monthly charge includes domain name registration and domain name hosting for one domain name.

#### Usage of POP Mail mailboxes

10.8 You may not use POP Mail mailboxes with your Business Mail service unless you also have Business Online. Business Online is described above in the Business Online section of this part of Our Customer Terms.

#### **Business Broadband Extra**

10.9 If you apply for a Business Mail as a Business Broadband Extra on or after 11 April 2007, you may choose Business Mail Standard or Business Mail Advanced. If you had Business Mail as a Business Broadband Extra before 11 April 2007, then you will receive Business Mail Advanced.

### Part C – Business Broadband

#### Fees

10.10 The charges for your Business Mail service comprise:

- (a) a set up fee of \$22.73 (GST excl.); and
- (b) the following Business Mail monthly charge based on the number of mail boxes you obtain:
  - (i) \$9.05 (GST excl.) per mail box for Business Mail Standard; or
  - (ii) \$13.59 (GST excl.) per mail box for Business Mail Advanced.
- 10.11 If you have Business Broadband Starter, you do not have to pay the set up fee of \$22.73 (GST excl.).
- 10.12 We will charge you the following additional mail box storage fee if your total server storage (the sum of the size of all your mail boxes measured by us once each month) exceeds the maximum storage capacity at any time during the month:

Additional mail box storage fee	Charge (GST excl.)
Per MB/Month	5¢

10.13 We measure the number of mail boxes and the total storage size of your mail boxes once each month. The monthly service charge and additional mail box storage charge payable each month is based on the number of mail boxes and the total storage of those mail boxes, at the time of our measurement.