

Telstra Order Express – Terms and Conditions



Business Unit

Products and Technology

Sub-Business Unit

Mobility

Issue Number

2

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Summary

These are the terms and conditions ("**Terms of Use**") that apply to the use of the Telstra Order Express online ordering facility ("**Telstra Order Express**"). Telstra Order Express allows you to purchase select mobile services (including adding new mobile services to an existing account (SIM only and MRO), recontracting an existing service, adding VAS products (eg: data pack, international roaming, etc), or to purchase a plan with or without hardware) from a Telstra hosted application ("**Services**"). You can do this by:

- (a) placing an order for a Service through Telstra Order Express ("**Order**"); and
- (b) paying for the Service by authorising us to bill you on your existing Telstra mobile account. You must use Telstra Order Express in accordance with these Terms of Use.

In these Terms of Use, a reference to "you" is also a reference to your employer or principal (where applicable).



Use of Telstra Order Express

1. Telstra Order Express is only available to approved customers who have entered into an agreement with Telstra for mobile services.
2. You acknowledge that you are a registered user of Telstra Order Express, and that you accept the terms of use which apply to your access and use of the telstra.com website and any services made available on that website (**General Terms of Use**). A copy of the General Terms of Use can be found at <http://www.telstra.com.au/terms-of-use/>
3. You must not appoint or allow a third party to act on your behalf in relation to Telstra Order Express, unless Telstra provides you with written consent to do so. If Telstra consents, you and the third party must comply with our notified authorisation process before we will allow the third party acting for you, to have access to Telstra Order Express.
4. By placing an Order with Telstra (us, we, our or Telstra) for Services offered on Telstra Order Express.

Technical Support

5. Your designated Service Delivery Team is available on business days between 9am and 5pm (EST) to resolve technical or transactional related questions with Telstra Order Express. We will attempt to resolve technical related questions as soon as reasonably practicable.

Ordering Essentials

6. You agree that your submission of an Order does not guarantee that we will supply the Services to you because the provision of some Services will be subject (amongst other things) to the particular terms of that Service, your eligibility for that Service, its availability to you and you meeting any credit requirements. We will notify and refund you as soon as reasonably practicable if your submission of an Order has been unsuccessful.
7. Take care to ensure that the information contained in your Order is accurate and complete. Your Order must contain the ordering information specified in the order form on Telstra Order Express.
8. You must retain a copy of the Telstra Order Express reference number generated following the submission of your Order and quote that number to your Service Delivery Team if asked to do so.

Changing or Cancelling your Order

9. There is no ability to change or cancel an order once it has been placed.
10. Unwanted goods can be returned by using the Change of Mind Returns in Telstra Order Express.



Supply of the Services

11. You acknowledge and agree that the supply of the Services will be in accordance with the terms set out in the Telstra Order Express application you submit and:
 - a) the terms and conditions set out in your agreement with us for the provision of telecommunications services (for example, a Business Services Agreement, a Corporate Services Agreement or a Digital Service Agreement); or
 - b) if you do not have an agreement with us, the terms and conditions set out in Telstra's standard form of agreement, known as Our Customer Terms.
12. You acknowledge that there may be delays in the provision of Services to you which are ordered via Telstra Order Express.
13. The terms of any agreement between you and us relating to purchases of Telstra mobile products and services generally, will continue to apply to any purchases you make using Telstra Order Express, except as modified by these Terms of Use.

Prices

14. Unless otherwise set out in your agreement with us, all prices for Services available for purchase on Telstra Order Express are subject to change without notice.
15. You acknowledge that any prices we display on Telstra Order Express at the time you place an Order are the prices that you will be charged for the Services that you order.

Payment for Services

16. If we accept your Order and agree to provide the Services to you, you acknowledge that you must pay the charges set out in the Telstra Order Express application form you submit, your agreement with us or Our Customer Terms, whichever is applicable, for the Services.

Access to your Telstra Order Express account

17. You acknowledge and agree that you are responsible for:
 - a) keeping your Telstra Order Express login credentials confidential and secure; and
 - b) access to and use of your Telstra Order Express account by any of your employees or other authorised representatives that you ask us to give access to your Telstra Order Express account.
18. We will not be responsible if you disclose your Telstra Order Express login credentials to any unauthorised persons or for the actions of any person you authorise to access your Telstra Order Express account.



19. You acknowledge and agree that any of your employees or other authorised representatives that you ask us to give access to your Telstra Order Express account will be provided with full access and usage rights to your Telstra Order Express account unless you ask for such access and usage rights to be limited. Depending on the nature of your account, we may not be able to apply the usage or access limitations that you may require.

If we are not able to apply the limitations you require, we will let you know.

20. You must keep your contact and account information up to date for the purposes of using Telstra Order Express.

21. Information on your online account available through Telstra Order Express may not always be completely up to date, although, in most cases should reflect the transactions and balances up to the close of business on the previous business day. We will take reasonable steps to keep this information up to date.

Security Measures and Usage Authenticity

22. We will take reasonable steps to secure Telstra Order Express and the systems in our control used to access it. However, you acknowledge that the internet is sometimes unreliable and is difficult to secure, and we do not guarantee the security of Telstra Order Express or the systems (including the internet and your hardware and software) used to access Telstra Order Express, or any information that passes through such systems.

23. For security reasons we may require you to re-authenticate yourself from time to time, for example after a period of inactivity on the connection between your browser and Telstra Order Express servers.

24. You are responsible for implementing appropriate security measures within your own systems and processes (including your computer systems and processes) to ensure:

- a) protection of any confidential information provided to us through the internet when using Telstra Order Express and your online account; and
- b) the authenticity of any instructions provided to us on your behalf when using Telstra Order Express and your online account.

25. You must notify us as soon as you become aware of any unauthorised use of Telstra Order Express, including your username or password. If this happens, we will take reasonable steps to deactivate the username or password and issue a new username and password within a reasonable time of being notified. Notice under this clause does not release you from any of your other responsibilities under these Terms of Use.

26. You may not assign or transfer a username or password to another person.

27. We are not responsible for any disclosure of confidential information that takes place within (or resulting from a failure of) your own systems and processes.



28. To protect your security, we may:

- a) suspend access by you or a user if an incorrect password is entered on 3 consecutive occasions or if we reasonably believe you've breached these terms;
- b) require you to comply with any reasonable security guidelines (including guidelines on the selection, use, storage and protection of passwords)

29. Where you or your user's access has been suspended, we may request proof of identity to validate the authenticity of your request to be allowed access to Telstra Order Express.

Intellectual Property

30. All intellectual property in and on Telstra Order Express is owned by us. These Terms of Use and your rights in relation to Telstra Order Express do not give you any rights to any of the intellectual property in Telstra Order Express or any of the information contained on it including any related documentation.

31. You may make and retain copies of the information contained on Telstra Order Express only for your own use. You may not duplicate, download, publish, modify or redistribute the information without our prior consent.

32. You must do all things reasonably necessary to protect and document our intellectual property rights in relation to Telstra Order Express.

33. You warrant that you will not copy, modify, reverse engineer, decompile or adapt the software relating to Telstra Order Express or any related manuals or documentation.

Promises You Make

34. In using Telstra Order Express to place an Order, you agree that:

- a) if you are ordering on your own behalf:
 - i. the requested provision of the Services will be to an address in Australia; and
 - ii. you are an existing customer of Telstra (i.e. legal lessee) or the primary or secondary authorised user of an existing Telstra customer, according to our records;
- b) if you are ordering the Services as an employee of a company, association, partnership or other such entity (Employer):
 - i. your Employer is an existing customer of Telstra;
 - ii. you are the primary or secondary authorised user of the Employer, according to our records;
 - iii. you are authorised to enter into these Terms of Use on behalf of your Employer;
 - iv. you are authorised by the Employer to order the Services set out in your Order on behalf of the Employer; and
 - v. the Employer is an entity located in Australia and the provision of the Services will be to an address located within Australia; and



- c) if you are ordering the Services as an agent, contractor or facilities manager of a company, association, partnership or other such entity (Principal):
 - i. your Principal is an existing customer of Telstra;
 - ii. you are an authorised representative of the Principal, according to our records;
 - iii. you are authorised to enter into these Terms of Use of use on behalf of the Principal;
 - iv. you are authorised by the Principal to order the Services set out in your Order on behalf of the Principal; and

- d) the Principal is an entity located in Australia and the provision of the Services will be to an address located within Australia.

Liability

- 35. Our liability to you for the provision of Telstra Order Express and your liability to us (if any) is set out in your separate agreement with us or as otherwise set out in the General Terms of Our Customer Terms <https://www.telstra.com.au/customer-terms/business-government> and the applicable services section of Our Customer Terms that apply to the Service you purchase from us.

- 36. Where permitted by law, we exclude any liability to you arising from your use of the platform for any other business purpose not expressly permitted in these terms. If we are not entitled by law to exclude our liability to you, then to the extent we are permitted to do so, we limit that liability to the resupply of the relevant services or information.

- 37. These provisions relating to liability will continue unaffected by cancellation or suspension of the Services.

General Matters

- 38. These Terms of Use are governed by the laws of the Australian State or Territory in which your principal place of business is located. Each party submits to the non-exclusive jurisdiction of the courts of that place and the courts of appeal from them.

- 39. A reference to "telstra.com" in the General Terms of Use includes a reference to Telstra Order Express.

- 40. If the General Terms of Use are inconsistent with these terms and conditions, then these terms and conditions will prevail to the extent of any inconsistency.