

OUR CUSTOMER TERMS TELSTRA CYBER SECURITY SERVICES SECTION

CONTENTS

1	ABOUT THIS SECTION	2
2	TELSTRA CYBER SECURITY DEVICE PROTECT	2
3	TELSTRA DEVICE SECURITY.....	6

OUR CUSTOMER TERMS

TELSTRA CYBER SECURITY SERVICES SECTION

Certain words are used with the specific meanings in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>

1 ABOUT THIS SECTION

- 1.1 This is the Telstra Cyber Security Services section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms also apply to your Services. See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.

2 TELSTRA CYBER SECURITY DEVICE PROTECT

- 2.1 The Telstra Cyber Security Device Protect will no longer be available for customers to purchase after 4 July 2022.

WHAT IS TELSTRA CYBER SECURITY DEVICE PROTECT?

- 2.2 Device Protect month to month subscription provides access to a Trend Micro™ Security Suite of applications that offer the following online security services:

- (a) Maximum Security;
- (b) Mobile Security;
- (c) Wi-Fi Protection;
- (d) ID Security; and
- (e) Password Manager,

for up to 10 compatible PC, MAC, Android and iOS devices.

ELIGIBILITY

- 2.3 Device Protect is available to be ordered by customers who have an existing Telstra post-paid consumer broadband or Telstra mobile service.
- 2.4 We will cancel your Device Protect subscription if the eligible Telstra broadband or mobile service it was added to is no longer active.
- 2.5 We will provide you with the Device Protect subscription and will use reasonable care and skill in doing so. You must:
 - (a) pay all fees and charges associated with your Device Protect subscription;
 - (b) make sure you keep your account information and password secure; and
 - (c) regularly check your email address associated with your Telstra account and the preferred email address you gave for your Trend Micro account. We may communicate with you about your Device Protect using either of these email addresses, or by other methods set out in the General section of Our Customer Terms.
- 2.6 We will use reasonable care and skill in providing you access to the Trend Micro Security

OUR CUSTOMER TERMS TELSTRA CYBER SECURITY SERVICES SECTION

Suite applications. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we cannot promise that Device Protect will be continuous, accessible at all times or fault-free. You must not provide, or assist with the provision of, your subscription to another person outside of your household.

DEVICE COMPATIBILITY

- 2.7 Trend Micro Security Suite applications can only be used on compatible devices. For a current list of compatible devices, go to <https://helpcenter.trendmicro.com/en-us/article/TMKA-09928>.

SOFTWARE / APPLICATION INSTALLATION AND COMPATIBLE DEVICES

- 2.8 You will need to download application software to use Trend Micro Security Suite.
- 2.9 Trend Micro Security Suite applications can only be used on compatible devices, software and operating systems. For a current list of compatible devices, go to <https://helpcenter.trendmicro.com/en-us/article/TMKA-09928>.
- 2.10 You must ensure that if you install applications on your computers and devices:
- (a) that your computer(s) and device(s) meet the requirements set out at <https://helpcenter.trendmicro.com/en-us/article/TMKA-09928>; and
 - (b) that your computer(s), device(s) and software on your computer(s) and device(s) are compatible with the applicable security service(s); and
 - (c) you keep the application software up to date.
- 2.11 Updates and enhancements become available from time to time for the security applications. You are responsible for downloading these updates. The software may become less effective and provide less protection than software which has been updated.
- 2.12 An internet connection is required to download, use and update the application software. Data charges may apply and you are responsible for those charges in addition to your Device Protect charges.
- 2.13 Except for any application software provided to you with your Device Protect subscription, the cost of any additional software/hardware is not included in monthly charge for Device Protect. You are responsible for any charges not included in your Device Protect subscription.

LIMITATIONS

- 2.14 Trend Micro Security Suite does not interrogate your traffic to filter viruses or spyware, it instead blocks access to sites serving or installing known malicious content.
- 2.15 Subscription charges do not cover or include replacement or repair of hardware.
- 2.16 You must ensure that your data is backed up before we supply the Trend Micro Security Suite to you.
- 2.17 You acknowledge that the supply of the Subscription Services may result in or cause interruptions, loss or damage to you and your computer systems, networks, websites, internet connections and data, and that we do not separately back-up any of your data to avoid potential data loss. Subject to the Australian Consumer Law provisions in the General

OUR CUSTOMER TERMS TELSTRA CYBER SECURITY SERVICES SECTION

Terms of Our Customer Terms, you agree that to the full extent the law allows, we have no liability to you or any party as a result of this.

2.18 Trend Micro Security Suite cannot guarantee that:

- (d) your systems will be completely protected from threats;
- (e) viruses, trojans, worms or other threats will be detected;
- (f) your computers and devices will be kept free from all intrusions, hacking, spyware, pop-ups offensive material or other unauthorised activity;
- (g) your online transactions will be secure or that your personal data will be secure;
- (h) all fraudulent websites will be detected;
- (i) you or your family will be protected from threats in social networking sites; or
- (j) it can unlock or retrieve data in an instance of encryption based malware on a device.

PAYMENT

- 2.19 There is a one month minimum term. Your Device Protect subscription will automatically renew each month, unless you decide to cancel it.
- 2.20 You must pay the monthly charge in advance, currently \$10 per month until you cancel your service.
- 2.21 All charges will be applied monthly to your Telstra bill from your Device Protect subscription commencement date until such time as you terminate Device Protect. Your Device Protect commencement date will commence on the date you create an account with Trend Micro. This may differ from your Telstra billing date.
- 2.22 If you cancel your Device Protect before the end of your subscription month you will not be entitled to any refund of service for that month. You will continue to be able to use Device Protect until the end of the month that you have paid for.
- 2.23 We may choose to introduce other payment methods from time to time. We will advise you in advance if any alternative payment methods are available to you and offer you ways of accessing those payment methods.

OUR RIGHT TO MIGRATE YOUR SERVICE

- 2.24 At any time, we may (but are not required to do so) migrate you to an alternative service or pricing plan on a month by month basis by providing to you reasonable prior notice. If you are not satisfied with the alternative service or pricing plan, you may cancel your Device Protect at any time, or choose from an alternative plan or pricing option (if available).
- 2.25 From time to time we may notify you of any alternative plans or pricing options we currently offer at that time.

MAINTENANCE OF THE SERVICE

- 2.26 For billing enquiries contact Telstra through My Telstra app, in store or via 132200.

OUR CUSTOMER TERMS TELSTRA CYBER SECURITY SERVICES SECTION

- 2.27 For product and technical support contact Trend Micro via 1800 653 607 or <http://www.trendmicro.com/telstra-support>.

USING THE SERVICE

- 2.28 Your subscription to Device Protect is for your own personal / domestic use only. Where an applicable security service permits you to use the software on multiple computers or devices, you must limit your use to that specified number.
- 2.29 You must not use Device Protect for business purposes. It is also not available to Telstra Wholesale or Small Business customers or for resale. You are not permitted to resell, resupply or otherwise transfer Device Protect or use of it or any part to another person for consideration.
- 2.30 Your right of use is non-exclusive. We reserve all rights not expressly granted to you in this clause.
- 2.31 You must not use Device Protect subscription (or any part of it) for any purpose other than that for which it was intended.

SOFTWARE LICENCES

- 2.32 Any software or applications that are part of your Device Protect subscription are owned by us and our suppliers or licensors and is protected by copyright laws and international treaty provisions.
- 2.33 We and our suppliers and licensors own and retain all right, title and interest in and to the software, including but not limited to all patents, trademarks, copyrights, trade secrets and other intellectual property rights embodied or contained in the software.
- 2.34 We procure the right for you to use software / applications that is part of or needed to use Device Protect. This is usually on the same terms that our vendor grants such licences. You must comply with (and ensure all your end users comply with), all applicable licence terms at all times.

WARRANTIES

- 2.35 While we use reasonable care and skill in providing Device Protect to you, there are also other non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws (such as Competition & Consumer Act 2010 and State and Territory Fair Trading Acts) that may apply to goods or services we supply, including that services be fit for their purpose. However, due to the nature of the Device Protect, it, or its component security services may not be available or may become unavailable due to any number of factors including, without limitation, acts of God, technical failure of the service, telecommunications infrastructure, or delay or disruption attributable to viruses, denial of service attacks, increased or fluctuating demand, actions and omissions of third parties, or any other cause reasonably beyond our control.
- 2.36 This clause is not intended to limit your rights under consumer protection legislation.

YOUR RESPONSIBILITIES AND OTHER OBLIGATIONS

- 2.37 A reference to "you" in relation to this clause includes a reference to anyone else (other than us or our representatives) who uses Device Protect. You must:

OUR CUSTOMER TERMS

TELSTRA CYBER SECURITY SERVICES SECTION

- (a) comply with all laws and regulations (including any applicable export control laws and regulations);
- (b) not reverse engineer, decompile or otherwise discover the application or software programming interface for the Device Protect; or
- (c) not resell distribute, or otherwise use Device Protect to generate income.

We may suspend or cancel your Device Protect subscription without liability to you if you breach this clause.

3 TELSTRA DEVICE SECURITY

WHAT IS TELSTRA DEVICE SECURITY?

Telstra Device Security is a month-to-month subscription that gives eligible customers access to McAfee Multi Access. McAfee Multi Access is a series of applications that offer the following security services:

- (a) **Identity Protection** - Helps keep you safe by monitoring your personal info on the dark web, like credit card numbers and email addresses;
- (b) **Secure VPN** - Virtual Private Network helps to protect your online activities with bank-grade encryption each time you connect to the internet;
- (c) **Antivirus & System Scan**the latest malware and threats;
- (d) **WiFi Scan** - scans your Wi-Fi network when connected;
- (e) **Parental Controls** - Helps protect your family by monitor what your kids see online and blocks inappropriate content.
- (f) **Safe Browsing**- Helps protect you from phishing attacks, tech scams and downloads that might contain viruses.

for up to 10 compatible PC, Mac, Android and iOS devices.

For further details, visit telstra.com/devicesecurity

ELIGIBILITY

- 3.2 Telstra Device Security is available to customers who have an existing Telstra post-paid consumer broadband or Telstra mobile service.
- 3.3 Your Telstra Device Security subscription will automatically be cancelled if the eligible Telstra broadband or mobile service it was added to is no longer active.
- 3.4 You must:

OUR CUSTOMER TERMS TELSTRA CYBER SECURITY SERVICES SECTION

- (a) accept and comply with the McAfee EULA as made available by McAfee from time to time (currently at <https://www.mcafee.com/consumer/en-au/policy/legal.html>) as a condition of using Telstra Device Security;
- (b) pay all fees and charges associated with your Telstra Device Security subscription, visit <https://www.telstra.com.au/cyber-security-and-safety/plans> for details.
- (c) make sure you keep your account information and password secure; and
- (d) regularly check your email address associated with your Telstra account and the preferred email address you gave for your McAfee Multi Access account. We may communicate with you about your Telstra Device Security using either of these email addresses, or by other methods set out in the General Terms section of Our Customer Terms.

3.5 We will use reasonable care and skill in providing you access to the McAfee Multi Access applications. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we cannot promise that Telstra Device Security will be continuous, accessible at all times or fault-free. You must not provide, or assist with the provision of, your subscription to another person outside of your household.

SOFTWARE / APPLICATION INSTALLATION AND COMPATIBLE DEVICES

- 3.6 You will need to download application software to use McAfee Multi Access applications.
- 3.7 McAfee Multi Access applications can only be used on compatible devices, software and operating systems. For a current list of compatible devices, go to <https://www.mcafee.com/en-au/consumer-support/help/system-requirement.html>
- 3.8 You must ensure that if you install McAfee Multi Access on your computers and devices:
- (a) that your computer(s) and device(s) meet the requirements set out at <https://www.mcafee.com/en-au/consumer-support/help/system-requirement.html>;
 - (b) that your computer(s), device(s) and software on your computer(s) and device(s) are compatible with McAfee Multi Access; and
 - (c) you keep the McAfee Multi Access application software up to date.
- 3.9 Updates and enhancements become available from time to time. You are responsible for downloading these updates. Superseded versions of the McAfee Multi Access software may become less effective and provide less protection than software which has been updated.
- 3.10 An internet connection is required to download, use and update the McAfee Multi Access application software. Data charges may apply and you are responsible for those charges in addition to your Telstra Device Security charges.
- 3.11 Except for any application software provided to you with your Telstra Device Security subscription, the cost of any additional software/hardware is not included in the monthly charge for Telstra Device Security. You are responsible for any charges not included in your Telstra Device Security subscription.

LIMITATIONS

- 3.12 McAfee Multi Access does not interrogate your traffic to filter viruses or spyware, it instead

OUR CUSTOMER TERMS TELSTRA CYBER SECURITY SERVICES SECTION

blocks access to sites serving or installing known malicious content.

- 3.13 Subscription charges do not cover or include replacement or repair of hardware.
- 3.14 You must ensure that your data is backed up before we supply the McAfee Multi Access to you.
- 3.15 You acknowledge that the supply or use of Telstra Device Security may result in or cause interruptions, loss or damage to you and your computer systems, networks, websites, internet connections and data, and that we do not separately back-up any of your data to avoid potential data loss. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you agree that to the full extent the law allows, we have no liability to you or any party as a result of this.
- 3.16 Use of McAfee Multi Access assists with internet security, but we do not warrant, represent or guarantee that:
- (a) your systems will be completely protected from threats;
 - (b) viruses, trojans, worms or other threats will always be detected;
 - (c) your computers and devices will be kept free from all intrusions, hacking, spyware, pop-ups offensive material or other unauthorised activity;
 - (d) your online transactions will be secure or that your personal data will be secure;
 - (e) all fraudulent websites will be detected;
 - (f) you or your family will be protected from threats in social networking sites; or
 - (g) it can unlock or retrieve data in an instance of encryption-based malware on a device.

PAYMENT

- 3.17 There is a one month minimum term. Your Telstra Device Security subscription will automatically renew each month, unless you inform us before the end of the then-current month that you wish to cancel it.
- 3.18 You must pay the monthly charge in advance, as at 5 July 2022, \$10 per month (excl GST), until your service is cancelled.
- 3.19 All charges will be applied monthly to your Telstra bill from your Telstra Device Security subscription commencement date until such time as you terminate Telstra Device Security . Your Telstra Device Security commencement date will commence on the date you create your McAfee account. This may differ from your Telstra billing date.
- 3.20 If you cancel your Telstra Device Security before the end of your subscription month you will not be entitled to any refund of service for that month. You will continue to be able to use Telstra Device Security until the end of the month that you have paid for.
- 3.21 We may choose to introduce other payment methods from time to time. We will advise you in advance if any alternative payment methods are available to you and offer you ways of accessing those payment methods.

OUR RIGHT TO MIGRATE YOUR SERVICE

OUR CUSTOMER TERMS

TELSTRA CYBER SECURITY SERVICES SECTION

- 3.22 At any time, we may (but are not required to do so) migrate you to an alternative service or pricing plan on a month by month basis by providing you with reasonable prior notice. If you are not satisfied with the alternative service or pricing plan, you may cancel your Telstra Device Security at any time, or choose from an alternative plan or pricing option (if available).
- 3.23 From time to time we may notify you of any alternative plans or pricing options we currently offer at that time.

MAINTENANCE OF THE SERVICE

- 3.24 For billing enquiries contact Telstra through My Telstra app, in store or via 132200.
- 3.25 For product and technical support contact Telstra on 132200 or visit [<https://www.telstra.com.au/support/cyber-security/device-security>].

USING THE SERVICE

- 3.26 Your subscription to Telstra Device Security is for your own personal / domestic use only. Where an applicable security service permits you to use the software on multiple computers or devices, you must limit your use to that specified number.
- 3.27 You must not use Telstra Device Security for business purposes, nor for resale or resupply to any person.
- 3.28 Your right of use is non-exclusive. We reserve all rights not expressly granted to you in this clause.
- 3.29 You must not use Telstra Device Security subscription (or any part of it) for any purpose other than that for which it was intended.

SOFTWARE LICENCES

- 3.30 Any software or applications that are part of your Telstra Device Security subscription are owned by us and our suppliers or licensors and are protected by copyright laws and international treaty provisions.
- 3.31 We and our suppliers and licensors own and retain all right, title and interest in and to the software, including but not limited to all patents, trademarks, copyrights, trade secrets and other intellectual property rights embodied or contained in the software.
- 3.32 We procure the right for you to use software / applications that is part of or needed to use Telstra Device Security. This is usually on the same terms that our vendor grants such licences. You must comply with (and ensure all your end users comply with), all applicable licence terms at all times.

WARRANTIES

- 3.33 While we use reasonable care and skill in providing Telstra Device Security to you, there are also other non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws (such as the *Competition and Consumer Act 2010* (Cth) and State and Territory Fair Trading Acts) that may apply to goods or services we supply, including that services be fit for their purpose. However, due to the nature of the Telstra Device Security, it, or its component security services may not be available or may become unavailable due to any number of factors including, without limitation, acts of God, technical failure of the

OUR CUSTOMER TERMS

TELSTRA CYBER SECURITY SERVICES SECTION

service, telecommunications infrastructure, or delay or disruption attributable to viruses, denial of service attacks, increased or fluctuating demand, actions and omissions of third parties, or any other cause reasonably beyond our control.

- 3.34 This clause is not intended to limit your rights under any Australian consumer protection legislation.

YOUR RESPONSIBILITIES AND OTHER OBLIGATIONS

- 3.35 A reference to “you” in relation to this clause includes a reference to anyone else (other than us or our representatives) who uses Telstra Device Security. You must:

- (a) comply with all laws and regulations (including any applicable export control laws and regulations);
- (b) not reverse engineer, decompile or otherwise discover the application or software programming interface for the Telstra Device Security; or
- (c) not resell, distribute, or otherwise use Telstra Device Security to generate income.

We may suspend or cancel your Telstra Device Security subscription without liability to you if you breach this clause.