



Part J – Enhanced Business Services

Contents

Click on the section that you are interested in.

1.	About this Part	6
2.	Telstra Mobile Device Management ("T-MDM") service	6
3.	Call Select	6
	(a) Call Select Terms	6
	(b) New Call Select Terms	6
	Eligibility	6
	Activating the Call Select service	7
	SIM Cards	7
	Call Select Options	7
	Business Option	8
	Professional and Personal Options	8
	Allocating calls between the First Service and the Second Service	8
	Cancelling Call Select	9
	(c) Old Call Select Terms	10
	(d) MobileNet Call Select	13
	(Not available to new Customers on and from 23 March 2002)	13
4.	Call Manager On-Line	13
	What is Call Manager On-Line?	13
	Charges	14
	First month charges	15
5.	SMS Access Manager	15
	What is SMS Access Manager?	15
	Availability	16
	Frame Relay Cease Sale and Exit	16
	Technical Guide	16
	Cease Sale and exit of Dial-Up access for the SMS Access Manager service through the Telstra Dial-Up Access Manager platform	16
	SMS Access Manager Service Limitations	17
	Registered messages	17
	Scheduled outages	19
	Suspension or cancellation	19
	SMPP access – registration charge	20
	Monthly usage charges	20
	Multiple Rates monthly usage charges: SMPP or Dial up access - For services connected before 22 April 2005	24
	Multiple Rates monthly usage Charges: Registered SMS - For services connected before 22 April 2005	24
	Single Rate monthly usage charges: All customers - For services connected before 22 April 2005	25
	Single Rate Monthly Usage Charges: Registered SMS - For services connected before 22 April 2005	26
	Changing your service - For services connected before 22 April 2005	26
	Account level discounts	26
	Help Desk	26
6.	MMS Access Manager	27
	What is MMS Access Manager	27

Our Customer Terms

Telstra Mobile Section



Part J – Enhanced Business Services

	Minimum contract term	28
	Availability	28
	Frame Relay Cease Sale and Exit	28
	Technical guide	28
	MMS Access Manager service limitations	28
	Multiple recipients	29
	Delivery reports	30
	Authentication and IP Address	30
	Usage obligations	30
	Advertising	32
	Scheduled outages	32
	Suspension or cancellation	32
	Help Desk	32
	Pricing	33
	Installation charges	34
7.	Telstra Messaging API	38
	What is the Telstra Messaging API?	38
	Availability	41
	User Guide	41
	Registered messages/delivery reports	42
	Scheduled outages	44
	Suspension or cancellation	45
	Help Desk	45
	Alpha-Numeric Service	45
8.	Alpha-Numeric Service	46
	What is the Alpha-Numeric Service?	46
	Eligibility	46
	Alpha-Numeric service terms	46
	Charges	47
9.	Telstra Desktop Messaging	47
	What is Telstra Desktop Messaging?	47
	Web site conditions of use	48
	Your obligations and records	48
	Limitations of service	51
	Privacy	51
	Term and cancellation of your service	51
	Subcontracting	51
	Access charge	52
10.	Telstra Integrated Messaging	53
	What is Telstra Integrated Messaging?	53
	Web site conditions of use	53
	Your obligations and records	53
	Limitations of service	55
	Privacy	57
	Security of data	57
	Term and cancellation of your service	57
	Subcontracting	57
	Message Usage charge	58
	Monthly Commitment plan	58
	Pay As You Go Plans (PAYG)	58
	Delivery Receipt	58



Part J – Enhanced Business Services

	Messaging Usage Charge Business Rules – Monthly Commitment and PAYG Plans	59
	TIM Modules	59
11.	Premium SMS Services For Content Providers	60
12.	Mobile EFTPOS	61
	What is Mobile EFTPOS?	61
	Access to the service	61
	Charges	62
13.	Telemetry SIM cards	62
	What are Telemetry SIM cards?	62
	Restrictions on use	62
	Termination or suspension	62
	Charges	62
14.	VPN Extension	63
	Not available to new connects from 22 Jan 2002	63
	Charges	63
	Activation charges	63
	Alteration and disconnection charges	64
	Special meanings	65
15.	Telstra Mobility Fleet Care Service	66
	What is the Telstra Mobility Fleet Care Service?	66
	Eligibility	66
	Telstra Mobility Fleet Care	67
	Telstra Mobility Fleet Care Plus	67
	Mobility Help Desk	68
	Order Management	69
	Mobile Device Repair Management	69
	Problem Management	70
	Security Management	70
	Standard Reporting	70
	Enhanced Reporting	71
	Receiving Reports	71
	Mobility Fleet Managed Bill Reporting System	71
	Change to your Telstra Mobility Fleet Care service option	76
	Cancellation and Termination	76
	Service Assurance	77
	Service level rebate for delayed mobile device delivery	80
16.	Whispir Service	82
	What is the Whispir Service?	82
	Eligibility	83
	What do you need to use the Whispir Service?	83
	Whispir Platform Service Editions	83
	Foundation Modules	83
	Optional modules & APIs	83
	Platform Users and Contacts	83
	Access to Whispir Service	84
	Account Administrator, Users and Contacts	85
	Licensing of Whispir applications	85
	Additional Platform and Enterprise Services	86
	Support Services – Help Desk	86
	Support service levels	86

Our Customer Terms

Telstra Mobile Section



Part J – Enhanced Business Services

	Pricing	87
	Community Program	88
	Multi-Agency Program	88
	Term, Termination and Early Termination Charges	88
	Whispir Applications	89
	Messages	89
	General	91
	Security of data	93
	Activation Time	93
	Service Availability	93
	Response and restoration times	94
	Service Level Credits	96
	Privacy and Customer Data	98
	Definitions	98
17.	Enterprise Mobility Managed Service	99
	Enterprise Mobility Managed Service is not available to customers who sign a new Enterprise Mobility Managed Service agreement on and from 1 February 2014, unless otherwise agreed).	99
18.	Enterprise Mobility Managed Service 2	99
19.	Telstra Managed Mobiles Solution Service	99
	<i>Note: From 15 April 2016, the Telstra Managed Mobile Solution Service will no longer be offered to Telstra Customers. The Telstra Mobility Helpdesk Service will be offered instead. See Clause 20 of this Part J – Enhanced Business Services of the Telstra Mobile section of Our Customer Terms.</i>	99
	What is the Telstra Managed Mobiles Solution Service?	100
	Eligibility	100
	Cancellation and Termination	101
	Fees and charges	101
	Mobility Help Desk	107
	Mobile Device Repair Management for Telstra Eligible Devices	109
	Receiving Standard and Enhanced Reports	109
	Managed Bill Reporting System	109
	Bill Reporting	110
	Online Information Management System (OIMS)	110
	Service Inventory Management (SIM)	110
	Optional Services – Professional Software Installation	113
	Additional obligations and acknowledgements	113
	Service Assurance – Order Management	114
	Service level rebate for delayed mobile device delivery	118
20.	Rugged Device Management Service	122
	What is the Rugged Device Management Service?	123
	Eligibility	123
	Service Description	123
	Optional services	124
	Data usage	125
	Term	126
	Cancellation and Termination	126
	Fees and charges	126
	Special meanings	127
21.	Telstra Device Enrolment Service (DES) Account	127
	Telstra DES Account	127

Our Customer Terms

Telstra Mobile Section



Part J – Enhanced Business Services

	Eligibility	127
	Using a Telstra DES Account - The service	128
	Using a Telstra DES Account – Your responsibilities	128
	Fees and charges	129
	Cancelling your Telstra DES Account	129
	Suspending or cancelling your Telstra DES Account	129
	Definitions	129
22.	Telstra Mobility Helpdesk	130
	What is Telstra Mobility Helpdesk?	130
	Eligibility	131
	Cancellation and Termination	132
	Fees and charges	132
	On-boarding of the Mobility Helpdesk	133
	Mobility Helpdesk features	134
	Mobile Device Repair Management for Corporate Owned Devices	138
	Additional obligations and acknowledgements	139
	Service Level Targets	140
	Service level rebate for delayed mobile device delivery	144
	What is Telstra Mobility Helpdesk?	148
	Eligibility	149
	Cancellation and Termination	149
	Fees and charges	150
	On-boarding of the Mobility Helpdesk	150
	Mobility Helpdesk features	151
	Mobile Device Repair Management for Corporate Owned Devices	155
	Additional obligations and acknowledgements	157
	Service Level Targets	158
	Service level rebate for delayed mobile device delivery	160
23.	Telstra Mobile Network Security (T-MNS)	164
	Terms and conditions for your T-MNS service	164
	Eligibility	165
	Sign-up process	165
	Using the T-MNS service	165
	Optional Features Available	166
	Fees	166
	Term and Termination	167
	Support for the T-MNS service	167
	Device monitoring detection	167
	Notifying End Users of a Security Threat	168
	Your obligations and acknowledgements	168
	End-User Licence Agreement (EULA)	169
	Restrictions on Use	170
	Payment and Audit Rights	171
	General Terms	171

Part J – Enhanced Business Services

Certain words are used with the specific meanings set out in Part A – General of the Telstra Mobile section, or in [the General Terms of Our Customer Terms](#).

1. About this Part

- 1.1 This is part of the Telstra Mobile section of Our Customer Terms. Provisions in other parts of the Telstra Mobile section, as well as in the General Terms of Our Customer Terms, may apply.

See clause 1 of [the General Terms of Our Customer Terms](#) for more detail on how the various sections of Our Customer Terms should be read together.

See clause 1 of [Part A – General of the Telstra Mobile section](#) for more detail on how the various parts of the Telstra Mobile section should be read together.

- 1.2 Call Director is an enhanced business service that can be used to manage calls. See [Part F – Managing Calls](#) for more detail on Call Director.

2. Telstra Mobile Device Management ("T-MDM") service

- 2.1 From 10 October 2017, the Telstra Mobile Device Management (T-MDM) terms have been relocated to Part K – Enterprise Mobility Management, located at <https://www.telstra.com.au/customer-terms/business-government#telstra-mobile>.

3. Call Select

(a) Call Select Terms

- 3.1 The Old Call Select Terms apply when we provide Call Select on or before 1 July 2003.
- 3.2 The New Call Select Terms apply when we provide Call Select on and from 2 July 2003.
- 3.3 From 2 July 2003, we will transfer all eligible mobile services connected to Call Select on or before 1 July 2003 to the New Call Select Terms. The Old Call Select Terms will apply to these Call Select services until they are transferred to the New Call Select Terms.

(b) New Call Select Terms

Eligibility

- 3.4 Under Call Select, two eligible post-paid mobile services can be linked so that you can use either service from an eligible handset within Australia.
- 3.5 Call Select will not work outside Australia.
- 3.6 All existing Telstra Mobile post-paid plans available to customers are eligible for Call Select, unless we determine otherwise. The eligible mobile service originally linked to the handset you intend to use with Call Select is referred to as your first service, and the other eligible mobile service as your second service.

Part J – Enhanced Business Services

3.7 The second service must be a new or existing mobile service which is connected to an eligible mobile plan at the time you apply for Call Select. We do not have to accept an application for a new second service.

3.8 If the two mobile services nominated for Call Select are held by separate account holders, we will only notify the account holder applying for the new second service if we have not accepted that application. We will not tell the first account holder where we have not activated Call Select because we have not accepted the second account holder's application for a new second service.

Activating the Call Select service

3.9 For account managed customers, we will try to activate Call Select within 5 days of your application. You can confirm whether Call Select has been activated by ringing your account representative.

SIM Cards

3.10 Call Select will link the two nominated mobile services to the first handset (and where the first service is a Next G handset, to the first service SIM card). If you are provided with a new SIM card for the second service, you must keep that SIM card in a safe place free from interference. You must pay all costs for the second service SIM card, while Call Select is active.

3.11 The first service on Call Select may not receive calls:

- (a) where the second service is a Next G service – you place the second service SIM card in another handset and turn the handset on;

Call Select Options

3.12 There are three Call Select options:

Call Select option	Account holders
Business Option	The first service and the second service must be held by the same account managed customer
Professional Option	The first service account holder is a consumer. The second service account holder is a business or government customer.
Personal Option	The first service account holder is a business or government customer. The second service account holder is a consumer.

Part J – Enhanced Business Services

Business Option

- 3.13 Where you choose the Business Option (one bill option), you can also choose a Telstra Mobile Corporate Rate Plan with \$0 access for the second service. You must pay the charges and charges set out in the Corporate Rate 10 Flexi-Plan (see [Part B – Corporate Rate Plans of the Telstra Mobile section of Our Customer Terms](#)). However, the following terms and conditions from the Corporate Rate 10 Flexi-Plan will not apply:
- (a) the \$10 access charge; and
 - (b) the ability to select the Corporate Peak Call Charge Option.
- 3.14 You can choose to receive one bill for both services or to receive separate bills for each of the services. You cannot choose separate bills if the first service is included on a single bill with other eligible Telstra Big Pond, fixed or mobile services.

Professional and Personal Options

- 3.15 Under these options, the two services are held by separate account holders and are billed separately. Account holders must pay their own bills.
- 3.16 You cannot choose these options if the services are included on a single bill with other eligible Telstra Big Pond, fixed or mobile services.

Allocating calls between the First Service and the Second Service

- 3.17 We will allocate calls between and bill you charges for the first and second services as follows:

Calls allocated to the first service	Calls allocated to the second service
All calls made when the phone is in first service (standard service) phone mode, activated by sending "1181".	All calls made when the phone is in second service phone mode, activated by sending "1182".
All calls made when the phone is set to the first service via Call Manager On-Line (except where calls are made after "1182" is used and those calls are capable of being billed to the second service.).	All calls made when the phone is set to the second service via Call Manager On-Line (except for calls that can only be billed to your first service or calls made after "1181" is used).
All calls made when the phone is set to the first service via Call Manager On-Line (except where an asterisk ["*"] is used at the end of a dialled number and those calls are capable of being billed to the second service)	All calls where you dial an asterisk ["*"] at the end of a number you call (except those calls that can only be billed to your first service). The use of an asterisk ["*"] at the end of a number being called and the related charge to the second service may not be available on some NEC handsets manufactured in or before 1998.
We will bill all voice and data calls that are not circuit-switched to the first service regardless	

Part J – Enhanced Business Services

Calls allocated to the first service	Calls allocated to the second service
<p>of the phone mode or whether an asterisk is used. This includes:</p> <p>Calls made from overseas, SMS, packet switched data calls (GPRS and HSDPA), MessageBank retrieval calls and calls beginning with 1800, 1300, 13, 101, 102, 103, 109, 19378, 124880, 12451, 1188 and calls to 0417707767, 0418707102, 0439125102, 1258889, 1258887, 125101, 125102</p> <p>All MessageBank diversion charges, even though the two services share a MessageBank.</p>	

3.18 The following features are not available for the first and second services:

What is not available to first service?	What is not available to the second service?
	Call Forwarding
	Call Group, Work Group, One Number Hotline functionality, Recommend a friend, Call Connect, MessageBank Combined or Mobile Virtual Private Network
	Call Manager (Windows 3.1 or Online)
	BigPond Mobile Services (previously known as Telstra Active or WAP calls over the Telstra Mobile Network with an asterisk [“*”])

3.19 If you have used the wrong service to make the call, we will not transfer call charges between the two services.

3.20 You must set call barring independently for the two services.

Cancelling Call Select

3.21 Under the Business Option, you can cancel Call Select at any time without charge.

3.22 Under the Professional Option and the Personal Option, either account holder can cancel Call Select at any time without charge.

3.23 When you or we cancel Call Select, the two services will become separate services and

- (a) where the second service is a Next G service, you will need to buy a new SIM card to keep using the second service, unless you received and have kept the SIM card provided to you for the second service;

Part J – Enhanced Business Services

3.24 You must tell the other account holder when you cancel Call Select.

(c) Old Call Select Terms

3.25 Under the Call Select offer, two eligible mobile services (“first service” and “second service”) can be attached on one SIM and used from one handset. There is a one account holder and a two account holder Call Select option.

3.26 Under the one account holder option, the first service and the second service must have the same account holder. We will either send one bill to that account holder, which includes the charges for the first service and second service or, if elected by the account holder, a separate bill for the first service will be sent to the account holder and a separate bill for the second service will be sent to a nominated address. However:

(a) the one bill option is not available where only one Service (either the first service or the second service) is connected to a more4you Account Plan and the other Service (being the second service or the first service) is connected to another eligible plan; and

(b) the separate (two) bill option is not available where the first service has a Single Bill integrating eligible BigPond, fixed and/or Telstra Mobile on the one bill (see telstra.com for details).

3.27 Under the two account holder option, we will send separate bills to the first service account holder and to the second service account holder. Each account holder will be responsible for the charges on their respective bills. The first service account holder and the second service account holder must both apply for the Call Select offer in an approved application form. The two account holder option is unavailable where the first service has a Single Bill integrating eligible BigPond, fixed and/or Telstra Mobile on the one bill (see telstra.com for details).

3.28 The second service must be a new Telstra Mobile service which is connected to an eligible plan at the time the Call Select application is made. An application form for a new Telstra Mobile service must accompany the Call Select application form.

3.29 Pre-paid Mobile services may not be a first or second service.

3.30 The eligible plans for the second service are the Corporate Staff Plans, the Corporate Rate Plans, the following Corporate Select Plans (being BT Fin group 10, Bus 10/10, IBM 4, Bus 5/5, PWC 10, SA Govt, Vic Govt, Bus 0, Bus 10, 10/5, Vertas 10, Bus 25/25, 5), Flexi-Plan 10, Flexi-Plan 15, Flexi-Plan 20, Flexi-Plan 30, Flexi-Plan 35, Flexi-Plan 55, Flexi-Plan 75, Flexi-Plan 100, Flexi-Plan 150, Flexi-Plan 250, Flexi-Plan 500 the more4you Account Plans, the more4business service offers (excludes all group plans and offers).

3.31 The first service account holder acknowledges that we may not accept the second service account holder’s application for a Telstra Mobile service without telling the first service account holder and that in such circumstances the Call Select offer will not be activated. The second service account holder agrees to tell the first service account holder if we do not accept its application for a Mobile service.

Part J – Enhanced Business Services

- 3.32 Our Customer Terms (as amended from time to time) apply to our provision of the Call Select offer. The terms under which the first and second service are connected will continue to apply, except where those terms are inconsistent with the terms of the Call Select offer.
- 3.33 The second service will **not** be able to:
- receive calls;
 - use Call Manager (Windows 3.1 or Online);
 - set up a MessageBank or make calls to the first service’s MessageBank;
 - display a name and number when calls are made.
- 3.34 Call charges will be allocated between the first service and the second service on the basis of:
- (a) the phone mode that is selected by the user of the first or second service; or
 - (b) whether an asterisk [“*”] is dialled at the end of a number being called; or
 - (c) the selection that is made by the first service account holder via Call Manager Online to be the default service to which call charges will be allocated.
- 3.35 Phone modes.
- Where ‘1181’ is dialled, the phone will set to Standard phone mode. All calls made under the Standard phone mode will be charged to the first service, subject to clause 12; and
 - Where ‘1182’ is dialled, the phone will switch to the second service phone mode. All calls made under the second service phone mode will be charged to the second service (except for those call types outlined in 2.35).
- 3.36 In addition to using the second service phone mode to make and charge calls to the second service, calls may be made and charged to the second service on a call by call basis where an asterisk [“*”] is dialled at the end of a number being called. The use of an asterisk [“*”] at the end of a number being called and the related charge to the second service may not be available on some NEC handsets manufactured in or before 1998.
- 3.37 Calls made from overseas, all SMS and GPRS and all calls pre-fixed by ‘1800’, ‘1300’, ‘13’ and ‘101’ will be charged to the first service, regardless of whether an asterisk is dialled or the second service phone mode is activated by dialling “1182” or by selection via Call Manager Online.
- 3.38 Where calls are made by the second service by using the asterisk [“*”], by activating the second service phone mode or by selection via Call Manager Online, a “tone” will be heard after the particular phone number is dialled and before the phone starts ringing,

Part J – Enhanced Business Services

indicating that that call is being charged to the second service (except for those call types outlined in 2.35).

- 3.39 Call barring must be set independently for the first and second service.
- 3.40 BigPond Mobile Services is only available to the second service where the second service phone mode has been activated either by dialling ‘1182’ or via Call Manager Online. To use BigPond Mobile Services, the second service holder will need to register for BigPond Mobile Services at telstra.com/wap
- 3.41 The account holder acknowledges that we cannot determine if a charge should be attributed to the second service if an asterisk is not dialled at the end of a number being called, the second service phone mode is not activated or the second service has not been activated under Call Manager Online. Both account holders acknowledge that we will not transfer call charges between the first and second service on the grounds that the charges have been incorrectly attributed.
- 3.42 Under both the one account holder option and the two account holder option, the account holder/s agree that we may charge the first service for use of MessageBank by the second service, by telling the account holder/s.
- 3.43 The first and second service may both be temporarily suspended or temporarily disconnected. . If the first service is temporarily suspended or temporarily disconnected, the second service will not operate, but the relevant account holder must continue to pay the minimum monthly spend level/FlexiPlan monthly access charges for the second service.
- 3.44 If the second service is cancelled, deactivated or ported out of Telstra all calls made with an asterisk dialled at the end of a number being called or by activating the second service phone mode will be charged to the first service. We will not tell the first service account holder that the second service is permanently disconnected or ported. Under the two account holder option, the second service account holder agrees to tell the first service account holder if the second service is permanently disconnected or ported. The first service account holder agrees to pay us all charges attributed to the first service even if the second service account holder does not tell the first service account holder.
- 3.45 If the first service is cancelled, deactivated or is ported out of Telstra, under the two account holder option we will tell the second service account holder by letter. From the time the first service is permanently disconnected or is ported, the second service may not be used until the second service account holder notifies us that it elects to:
- use the second service as an individual service independent of the first service (which may mean that certain costs will be incurred, including for the purchase of a SIM card);
 - attach the second service to another first service under the Call Select offer; or
 - port out the second service; or

Part J – Enhanced Business Services

- terminate the second service (in which case early termination charges may apply).

In these circumstances, the second service account holder will be credited with one month’s worth of its relevant minimum monthly spend level/Flexi-Plan monthly access charge for the second service. Otherwise, the second service account holder must continue to pay the minimum monthly spend level/FlexiPlan monthly access charge for the second service until it notifies Telstra of its election under this clause.

3.46 For account managed customers, we will endeavour to activate the Call Select product within 5 days of an application being lodged. You may confirm whether the product has been activated by ringing their account representative.

(d) MobileNet Call Select

(Not available to new Customers on and from 23 March 2002)

3.47 If you took up the Call Select product before 23 March 2002, Call Select is a product which allows you to identify certain calls by pressing * after the dialled number which enables the call to be separately itemised on your bill. Call Select calls are charged at the rates which are applicable to your chosen Flexi-Plan and do not form part of the component of calls which are not charged to you under your Flexi-Plan (if any).

4. Call Manager On-Line

Not available for new service connections or service changes from 30 April 2021 and discontinued from 30 July 2021

What is Call Manager On-Line?

4.1 Call Manager On-Line is a web based call control facility. Call Manager allows you to put limits on the use of those phones within Australia.

You can use Call Manager On-Line in one of two ways:

Use of Call Manager On-Line	Prerequisites
You set the controls	Internet access and a digital certificate issued by Telstra.
Our customer service representatives set the controls	No internet access is required.

4.2 We offer a standard package under Call Manager On-Line which consists of:

- blocking specific numbers and number ranges;
- control talk time per period, control the time the calls can be made, control the days on which calls can be made, control the default service type (being the first service or the second service) in which calls may be made (for Call Select);

Part J – Enhanced Business Services

- SMS notice;
 - voice announcement notice
 - ability to apply global settings;
 - on-line user guide/help/FAQ;
 - self-provisioning; and
 - statistics.
- 4.3 You cannot send text messages to specific numbers or number ranges set as “Prohibited” under Call Manager Online.
- 4.4 Call Manager Online cannot limit use of any data service (such as mobile internet) or other similar service available on your mobile or use of those services to access limited or prohibited numbers and number ranges.
- 4.5 Call Manager On-Line cannot limit use of a mobile service that is attached as a second service on the Call Select product. However, the second service can be set as the default service at certain times, using the Call Select timetable feature.
- 4.6 The Call Select timetable is subject to the call allocation limits set out in the Call Select section and it can be altered by use of phone modes (dialling “1181 [send]” or “1182 [send]”) or the asterisk [“*”] key. In particular:
- (a) entering a phone mode will (where that allocation is possible for that call type) override your selections in the Call Select timetable until the next transition in the Call Select timetable; and
 - (b) entering an asterisk [“*”] at the end of a dialled number will, where possible for that call type, allocate that call to the second service regardless of the Call Select timetable.
- 4.7 If you are a first service account holder of the Call Select product, you can use Call Manager On-Line to set the default service type (being the first service or second service) for particular call types or particular times via the Call Select timetable. You can only switch between the first service and the second service a maximum of 10 times per week via the Call Select timetable.

Charges

- 4.8 We charge you the following for Call Manager On-Line. These charges are additional to:
- the charges payable for customers with a managed service with 500 or more services provisioned to Call Manager On-Line; and
 - the access charges payable for the individual mobile services under this service.

Part J – Enhanced Business Services

Call Manager On-Line Charges	GST excl.	GST incl.
Standard package access charge (each service, each month or incomplete part of a month)	\$5.00	\$5.50
Alteration charge (per alteration per service required to be carried out by a customer service representative)	\$15.00	\$16.50

First month charges

- 4.9 We will waive the access charge for each mobile service provisioned on Call Manager On-Line for the first month of your order. We will bill you as usual in that first month period for the access charges. However, we will also give you a credit on that same bill equivalent to the access charges, so that no amount will be owing by you for the access charges on that bill.

5. SMS Access Manager

What is SMS Access Manager?

SMS Access Manager lets you access our Short Message Centre to send SMS to mobile services. Access to SMS Access Manager is via IP VPN. If you choose SMPP Access you may also send registered SMS. Further information about SMS and the terms that apply to SMS (as opposed to the SMS Access Manager service) is set out in [Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms](#).

5.1 SMS Access Manager:

- delivers your SMS to other Telstra customers;
- carries your SMS to non-Telstra customers to the physical point of connection between our systems and the other phone company's systems; and
- delivers SMS from Telstra and non-Telstra customers to your access service.

5.2 Before you use SMS Access Manager, you must:

- first connect to a Telstra mobile service (if you use SMPP access, you may connect to more than one mobile service). You are responsible for all charges associated with the mobile service;
- provide the necessary equipment, third party software and infrastructure required to access and use SMS Access Manager. You are responsible for maintaining (including the payment of associated charges) the equipment, software and infrastructure;

Part J – Enhanced Business Services

- obtain the access service or services necessary to use SMS Access Manager. You are responsible for maintaining (including the payment of associated charges) the access service(s).
- ensure your equipment, software and infrastructure is compatible with SMS Access Manager. We may conduct reasonable checks and tests to satisfy us that your equipment, software and infrastructure is compatible before providing SMS Access Manager; and
- choose a monthly volume of SMS.

Minimum contract term

5.3 You must acquire SMS Access Manager for a minimum contract term of 6 months.

Availability

5.4 You can get SMS Access Manager if you get your access service(s) directly from us as a retail customer. You cannot resell SMS Access Manager.

5.5 You cannot get SMS Access Manager if you are a wholesale customer or the end user of a wholesale customer.

5.6 SMS Access Manager is only available to customers with a valid ABN, ACN or ARBN.

Frame Relay Cease Sale and Exit

5.7 SMS Access Manager provided over Frame Relay access is affected by the cease sale and exit of Frame Relay as set out in the Frame Relay section of Our Customer Terms.

5.8 SMS Access Manager services provided over Frame Relay is not available for purchase by new or existing customers from 1 July 2019.

5.9 Any SMS Access Manager services provided over Frame Relay will be cancelled when the underlying Frame Relay service is disconnected in accordance with the disconnection timetable set out in the Frame Relay section of Our Customer Terms.

Technical Guide

5.10 If you use SMS Access Manager via SMPP, you will be able to use the SMPP functionality set out in our SMS Access Manager technical guide. For more information about this service please access the [SMS Access Manager technical guide](#).

Cease Sale and exit of Dial-Up access for the SMS Access Manager service through the Telstra Dial-Up Access Manager platform

5.11 On and from 31 December 2019, SMS Access Manager provided over Dial Up will not be available for purchase by new customers. Existing customers may continue to receive SMS Access Manager provided over Dial Up until the 1st March 2021 when the product exit will commence.

Part J – Enhanced Business Services

- 5.12 Any SMS Access Manager services provided over Dial Up will be cancelled when the underlying Dial Up service is disconnected

SMS Access Manager Service Limitations

- 5.13 You will only be able to send and receive SMS messages from non-Telstra customers where we and the other phone company have agreed and fully implemented the necessary signalling protocol technology.
- 5.14 Your SMS may not be successfully delivered, or delivered in a timely manner to a person's mobile service (for example, the person's phone may be switched off, out of mobile service range, not operating properly, the message storage space may be full or the person may be overseas and the overseas phone company has blocked the SMS).
- 5.15 We will try to deliver your SMS for up to 7 days. If your SMS is not delivered within this time, we will delete the SMS.
- 5.16 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not promise that our Short Message Centre is able to successfully send, receive and/or deliver your SMS messages at, or within, any particular time. You must not:
- rely on SMS Access Manager to send time-sensitive SMS; or
 - use SMS Access Manager for any purpose which results in large volumes of SMS messages being sent through our Short Message Centre in a limited time period.
- 5.17 International SMS may not be available for all destinations. We will notify you of the destinations to which you may send international SMS on request. We may, from time to time, vary the destinations in respect of which international SMS is available, including for technical reasons or due to changes in applicable regulations in relevant countries.

Registered messages

- 5.18 If you use SMPP access you may also send registered SMS. A registered SMS can be tracked, so that we can send you an SMS confirming whether your SMS has been delivered or not. We may not be able to track a registered SMS sent to a phone on another phone company's network. We will charge you for registered SMS whether or not we have been able to track the registered SMS or send you a delivery status report.

Authentication and IP address

- 5.19 We will issue you with a user ID and password, or in the case of wireless access, a SIM card, in order to access SMS Access Manager.
- 5.20 We grant to you a non-exclusive, non transferable licence to use any IP addresses we provide to you in software and hardware devices for the purpose of accessing SMS Access Manager. This is referred to as a "licensed IP address".
- 5.21 If your SMS Access Manager is cancelled for any reason your licence to use the licensed

Part J – Enhanced Business Services

IP address is immediately terminated and you must stop using the licensed IP address and remove it from all software and hardware devices.

5.22 We may cancel your licence to use a licensed IP address, by telling you, if:

- you breach the licence conditions in the previous clause;
- the licensed IP address was provided for use with a service that we no longer provide to you.

5.23 You acknowledge that we are under no obligation to supply IP Addresses to you. We may, as a condition of providing SMS Access Manager, require you to provide us with IP addresses from within a certain block. We will only use the IP addresses you provide us for the purposes of authentication.

Usage obligations

5.24 Your usage obligations continue to apply after the cancellation or termination of your SMS Access Manager.

5.25 You must ensure your use of SMS Access Manager complies with Our Customer Terms.

5.26 You must not (and you must ensure that your employees, agents and officers do not):

- use SMS Access Manager in a way that breaks the law, including applicable industry standards and codes;
- do anything reasonably likely to impair, interfere with or damage our facilities (including our Short Message Centre) or their operation;
- interfere with, hinder or change SMS Access Manager;
- delete another customer's data from SMS Access Manager without that customer's permission;
- use SMS Access Manager to menace or harass any person or cause damage or injury to any person or property;
- use SMS Access Manager to publish, transmit or store any communication, information or data that is defamatory, obscene, sexually explicit, abusive or offensive;
- represent (by act or omission) that we created, endorsed, have reviewed, or are in any way involved in the production of content sent by you using SMS Access Manager;
- use SMS Access Manager to impersonate another person or entity;
- use SMS Access Manager to interfere with any third party rights, including intellectual property rights;

Part J – Enhanced Business Services

- use SMS Access Manager in a way that results in the misuse of a third party's confidential information;
- affect the availability of SMS Access Manager to other Telstra customers;
- use SMS Access Manager in a way that results in a "virus", "worm", "trojan" or similar program being sent through SMS Access Manager from your equipment; or
- use, or enable the use of, SMS Access Manager in any way for the purpose of providing any warning or notification about a serious risk to the safety of persons or property.

5.27 We will not monitor or be responsible for the content of SMS Messages you send using SMS Access Manager, but, subject to applicable laws, we reserve the right to monitor the content of such messages.

5.28 You agree that your unique sender code will be sent automatically with each SMS Message sent via SMS Access Manager.

Third party software

5.29 You must ensure that your use of any third party software in connection with SMS Access Manager:

- is lawful;
- complies with Our Customer Terms; and
- does not disrupt the proper functioning of SMS Access Manager for you or any other person.

Advertising

5.30 You must not advertise or promote SMS Access Manager without our prior approval beforehand. We may require you to comply with any terms and conditions we consider appropriate before giving our approval.

Scheduled outages

5.31 We may tell you of occasions when we perform scheduled maintenance, upgrades or repairs to our facilities where all or part of SMS Access Manager will not be available (referred to as scheduled outages). You acknowledge that we tell all Telstra customers about scheduled outages and that it is your responsibility to determine whether a scheduled outage will affect you.

Suspension or cancellation

5.32 In addition to any other rights we may have, we may suspend or cancel the provision of all or part of SMS Access Manager at any time in the following circumstances:

Part J – Enhanced Business Services

- if we, acting reasonably, consider that you may be in breach of your usage obligations; or
- if we are allowed to under another term in Our Customer Terms.

Limited liability

5.33 In addition to any other rights we may have, and as far as the law permits and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms , we exclude liability for any loss or damage caused in connection with delays in the sending of SMS Messages or a failure to terminate SMS Messages for any reason, except to the extent such liability is caused or contributed to by our (or our contractors’) negligence. If the law does not permit this, but would permit the limitation of liability, we limit our liability for such loss and damage to refunding to you the charges paid for the affected part of SMS Access Manager, and to supplying the services again or paying the cost of having the services supplied again.

Dedicated connections

5.34 We will provide you with a shared connection (or if you access SMS Access Manager via SMPP, a shared bind) to your SMS Access Manager service. **On and from 14 February 2022**, you may request, and we may agree to provide, additional dedicated connections or binds (as applicable) for additional charges, as set out in your application form or separate agreement with us.

Additional MSISDNs

5.35 We provide you with one mobile service number (**MSISDN**) to use with each SMS Access Manager service as standard. **On and from 14 February 2022**, you may request, and we may agree to provide, additional MSISDNs for one or more of your services for an additional charge (of which we will notify you at the time of request).

SMPP access – registration charge

5.36 We charge you the following initial registration charge if you use SMPP access:

Registration charge	GST excl.	GST incl.
Registration Charge for customers using SMPP access	\$2,272.73	\$2,500.00

Monthly usage charges

- 5.37 You must pay all SMS Access Manager charges incurred by your user ID and password or SIM card (as the case may be).
- 5.38 Discounts which may apply to charges for other services we provide you do not apply to SMS Access Manager.

Part J – Enhanced Business Services

- 5.39 Your SMS Access Manager charges will appear on the bill of your Telstra mobile service(s) connected to our SMS Access Manager functionality.
- 5.40 Your monthly usage charges will depend on the monthly volume of SMS messages you choose and whether you choose Single Rate, Single Rate with Registered SMS or Multiple Rate pricing.
- 5.41 Where you choose the 0-10,000 volume of SMS per month, you must pay the per message charge for each SMS message you send.
- 5.42 Where you choose a volume of 10,001 or more SMS per month, you must pay the minimum monthly charge for your selected monthly volume of SMS, as set out in the relevant tables below, regardless of the number of SMS messages you send in a month. You must also pay the per message charge for each SMS message you send over the monthly minimum charge of SMS for your service in a month.
- 5.43 Single Rate monthly usage charges depend on the monthly volume of SMS messages you choose and apply whether or not the SMS messages are sent to a Telstra or non-Telstra mobile service.
- 5.44 Multiple Rates monthly usage charges depend on the monthly volume of SMS messages you choose and whether the SMS messages are sent to a Telstra or non-Telstra mobile service. Multiple Rates pricing is only available to customers who connected to SMS Access Manager before 22 April 2005 and who are still under their existing contract. These rates are not available to new or upgraded connections on and from 22 April 2005.
- 5.45 We will charge you separately for an SMS message sent to a group of people. We will also charge you for each SMS message you send, whether or not the SMS message is delivered to the person you are sending it to.
- 5.46 You may increase your chosen volume of SMS messages per month for your next calendar month of service by advising us in writing. We will aim to implement this change within 5 business days. You may not decrease your chosen volume of SMS messages per month below your initial chosen volume of SMS messages during the minimum connection period. If you cancel your SMS Access Manager before the end of your contract period, early termination charges (ETCs) may be applied. ETCs will be equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount calculated based on your minimum monthly commitment multiplied by the remaining months of your contract.

Single Rate monthly usage charges (on and from 3 March 2010 for new customers and existing customers who upgrade to one of the new pricing plans set out in clause 4.39 below)

- 5.47 You may choose from the following Single Rate monthly usage charges.
- 5.48 If you are an existing Single Rate customer (before 3 March 2010), you can choose to

Part J – Enhanced Business Services

upgrade to a new pricing plan (set out in this clause) without incurring an early termination charge provided you commence a new minimum contract term and take up an equivalent or greater volume tier

Single Rate (Non-Registered SMS Messages)

Volume Tier	Minimum Monthly Charge		Per Domestic SMS Message charge (for each SMS sent to a Australian-located mobile)		Per International SMS Message charge (for each SMS sent Internationally)	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
No Volume	\$0	\$0	\$0.14	\$0.15	\$0.17	\$0.19
10,000 – 50,000	\$1,273	\$1,400	\$0.13	\$0.14	\$0.17	\$0.19
50,001 – 100,000	\$5,909	\$6,500	\$0.12	\$0.13	\$0.17	\$0.19
100,001 – 250,000	\$10,909	\$12,000	\$0.11	\$0.12	\$0.17	\$0.19
250,001 – 500,000	\$22,727	\$25,000	\$0.09	\$0.10	\$0.15	\$0.16
500,001 – 1,000,000	\$40,909	\$45,000	\$0.08	\$0.09	\$0.13	\$0.14
1,000,001 – 1,500,000	\$72,727	\$80,000	\$0.07	\$0.08	\$0.13	\$0.14
1,500,001+	\$102,273	\$112,500	\$0.068	\$0.075	\$0.13	\$0.14

Single Rate (Registered SMS Messages)

Volume Tier	Minimum Monthly Charge		Per Domestic SMS Message charge (for each SMS sent to a Australian-located mobile)		Per International SMS Message charge (for each SMS sent Internationally) - NOTE: receipts not available for international SMS	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
No Volume	\$0	\$0	\$0.15	\$0.16	\$0.17	\$0.19
10,000 – 50,000	\$1,273	\$1,400	\$0.14	\$0.15	\$0.17	\$0.19
50,001 – 100,000	\$5,909	\$6,500	\$0.13	\$0.14	\$0.17	\$0.19
100,001 – 250,000	\$10,909	\$12,000	\$0.12	\$0.13	\$0.17	\$0.19
250,001 – 500,000	\$22,727	\$25,000	\$0.11	\$0.12	\$0.15	\$0.16
500,001 – 1,000,000	\$40,909	\$45,000	\$0.10	\$0.11	\$0.13	\$0.14
1,000,001 – 1,500,000	\$72,727	\$80,000	\$0.08	\$0.09	\$0.13	\$0.14
1,500,001+	\$102,273	\$112,500	\$0.077	\$0.085	\$0.13	\$0.14

Single Rate monthly usage charges (for existing customers before 3 March 2010 who do not upgrade to one of the new pricing plans set out in clause 4.39)

5.49 You may choose from the following Single Rate monthly usage charges.

Part J – Enhanced Business Services

Single Rate (Non-Registered SMS Messages)

Single Rate: All Customers				
Volume of SMS per month	Minimum monthly charge		Per message charge (for each message sent)	
	GST excl.	GST incl.	GST excl.	GST incl.
0 – 10,000	Nil	Nil	16.36¢	18¢
10,001 – 50,000	\$1,545.45	\$1,700	15.45¢	17¢
50,001 – 100,000	\$6,818.18	\$7,500	13.63¢	15¢
100,001 – 250,000	\$12,727.27	\$14,000	12.73¢	14¢
250,001 – 500,000	\$29,545.45	\$32,500	11.82¢	13¢
500,001 +	\$54,545.45	\$60,000	10.91¢	12¢

Single Rate (Registered SMS Messages)

Single Rate for registered SMS: Customers using SMPP access and requesting registered SMS				
Volume of Registered SMS per month	Minimum monthly charge		Per message charge (for each message sent)	
	GST excl.	GST incl.	GST excl.	GST incl.
0 – 10,000	Nil	Nil	20.90¢	23¢
10,001 – 50,000	\$1,545.45	\$1,700	20¢	22¢
50,001 – 100,000	\$6,818.18	\$7,500	18.18¢	20¢
100,001 – 250,000	\$12,727.27	\$14,000	17.27¢	19¢
250,001-500,000	\$29,090.91	\$32,500	16.36¢	18¢
500,001 +	\$54,545.45	\$60,000	15.45¢	17¢

Part J – Enhanced Business Services

Multiple Rates monthly usage charges: SMPP or Dial up access - For services connected before 22 April 2005

5.50 The following Multiple Rates monthly usage charges apply to services connected before 22 April 2005. These rates are not available to new or upgraded connections on and from 22 April 2005.

Multiple Rates: Customers using SMPP access or Dial up access						
Volume of SMS per month	Minimum monthly charge		Per message charge (for each message sent)			
	GST excl.	GST incl.	SMS to Telstra mobile service		SMS to non-Telstra mobile service	
			GST excl.	GST incl.	GST excl.	GST incl.
0 – 10,000	Nil	Nil	20¢	22¢	20¢	22¢
10,001 – 50,000	\$1,090.91	\$1,200	10.91¢	12¢	18.18¢	20¢
50,001 – 100,000	\$5,000	\$5,500	10¢	11¢	17.27¢	19¢
100,001 – 250,000	\$9,090.91	\$10,000	9.09¢	10¢	16.36¢	18¢
250,001 – 500,000	\$20,454.55	\$22,500	8.18¢	9¢	15.45¢	17¢
>500,000	\$36,363.64	\$40,000	7.27¢	8¢	14.55¢	16¢

Multiple Rates monthly usage Charges: Registered SMS - For services connected before 22 April 2005

5.51 The following Multiple Rates monthly usage charges apply to services connected before 22 April 2005 using SMPP access, where you requested registered SMS. These rates are not available to new or upgraded connections on and from 22 April 2005.

Part J – Enhanced Business Services

Multiple Rates for registered SMS: Customers using SMPP access and requesting registered SMS						
Volume of Registered SMS per month	Minimum monthly charge		Per message charge (for each message sent)			
	GST excl.	GST incl.	SMS to Telstra mobile service		SMS to non-Telstra mobile service	
			GST excl.	GST incl.	GST excl.	GST incl.
0 – 10,000	Nil	Nil	40¢	44¢	40¢	44¢
10,001 – 50,000	\$1,090.91	\$1,200	22¢	24¢	36.36¢	40¢
50,001 – 100,000	\$5,000	\$5,500	20¢	22¢	34.54¢	38¢
100,001 – 250,000	\$9,090.91	\$10,000	18.18¢	20¢	32.72¢	36¢
250,001 – 500,000	\$20,454.55	\$22,500	16.4¢	18¢	31¢	34¢
>500,000	\$36,363.64	\$40,000	14.54¢	16¢	29.08¢	32¢

Single Rate monthly usage charges: All customers - For services connected before 22 April 2005

5.52 The following Single Rate monthly usage charges apply to services connected before 22 April 2005. These rates are not available to new or upgraded connections on and from 22 April 2005.

Single Rate: All Customers				
Volume of SMS per month	Minimum monthly charge		Per message charge (for each message sent)	
	GST excl.	GST incl.	GST excl.	GST incl.
0 – 10,000	Nil	Nil	20¢	22¢
10,001 – 50,000	\$1,636.36	\$1,800	16.36¢	18¢
50,001 – 100,000	\$7,727.27	\$8,500	15.45¢	17¢
100,001 – 250,000	\$14,545.45	\$16,000	14.54¢	16¢
250,001 – 500,000	\$34,090.91	\$37,500	13.64¢	15¢

Part J – Enhanced Business Services

> 500,000	\$63,636.36	\$70,000	12.72¢	14¢
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Single Rate Monthly Usage Charges: Registered SMS - For services connected before 22 April 2005

- 5.53 The following Single Rate monthly usage charges apply to services connected before 22 April 2005 using SMPP access and where you requested registered SMS. These rates are not available to new or upgraded connections on and from 22 April 2005.

Single Rate for registered SMS: Customers using SMPP access and requesting registered SMS				
Volume of Registered SMS per month	Minimum monthly charge		Per message charge (for each message sent)	
	GST excl.	GST incl.	GST excl.	GST incl.
0 – 10,000	Nil	Nil	40¢	44¢
10,001 – 50,000	\$1,636.36	\$1,800	32.72¢	36¢
50,001 – 100,000	\$7,727.27	\$8,500	30.9¢	34¢
100,001 – 250,000	\$14,545.45	\$16,000	29.08¢	32¢
250,001 – 500,000	\$34,090.91	\$37,500	27.28¢	30¢
> 500,000	\$63,636.36	\$70,000	25.44¢	28¢

Changing your service - For services connected before 22 April 2005

- 5.54 If you connected your service before 22 April 2005, you can move your service to the Single Rate pricing that came into effect on 22 April 2005 at any time, provided you select an equivalent or longer minimum connection period. If you do so, you will need to restart your minimum connection period but will not need to pay an early termination charge.

Account level discounts

- 5.55 Account level discounts do not apply to SMS Access Manager charges on services connected on or after 22 April 2005.

Help Desk

- 5.56 We will provide you with a Help Desk to assist you to access the SMS Network.
- 5.57 You must report all SMS Network faults or service problems to the Help Desk as soon as possible. You must not try to fix, or permit any other person to try to fix, the fault. If you,

Part J – Enhanced Business Services

or a third party acting on your behalf or on your instructions, interferes with the SMS Network or SMS Access Manager, with or without our written approval, then (subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms) we will not be liable for any damage to, or the costs and expenses of fixing, the SMS Network or SMS Access Manager, except to the extent the event giving rise to the liability was caused or contributed to by our (or our contractors') negligence. You must pay for those costs and expenses.

6. MMS Access Manager

What is MMS Access Manager

- 6.1 MMS Access Manager lets you access our Multimedia Message Service Centre to send MMS messages to mobile services within Australia and overseas. Further information about MMS and the terms that apply to MMS (as opposed to the MMS Access Manager service) is set out in [Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms](#).
- 6.2 There are three different access methods, each using MM7:
- access via HTTPS;
 - access via a virtual private network connection into Telstra's messaging infrastructure; or
 - access via Frame Relay. This option is only available if you are an existing SMS Access Manager customer.
- 6.3 MMS Access Manager:
- delivers your MMS messages to other Telstra customers;
 - carries your MMS messages to non-Telstra customers to the physical point of connection between our systems and the other phone company's systems; and
 - delivers MMS messages from Telstra and non-Telstra customers to your access service.
- 6.4 Before you use MMS Access Manager, and while using it, you will need to:
- connect to, and remain connected to, a Telstra mobile service (you are responsible for all charges associated with the mobile service);
 - provide the necessary equipment, third party software and infrastructure required to access and use MMS Access Manager (including by providing the MM7 client or server, and if required, a VPN or SSL enabled HTTP client or server). You are responsible for maintaining (including the payment of associated costs) the equipment, software and infrastructure and must ensure that it is compatible with MMS Access Manager (including by conducting testing); and

Part J – Enhanced Business Services

- choose a monthly volume of MMS messages.

Minimum contract term

- 6.5 You must acquire MMS Access Manager for a minimum contract term of 6 months.

Availability

- 6.6 You can only get MMS Access Manager if you get your access service(s) directly from us as a retail customer. You must not resell MMS Access Manager.
- 6.7 You cannot get MMS Access Manager if you are a wholesale customer or the end user of a wholesale customer.
- 6.8 MMS Access Manager is only available to customers with a valid ACN, ABN or ARBN.

Frame Relay Cease Sale and Exit

- 6.9 MMS Access Manager provided over Frame Relay access is affected by the cease sale and exit of Frame Relay as set out in the Frame Relay section of Our Customer Terms.
- 6.10 MMS Access Manager services provided over Frame Relay and Dial Up are not available for purchase by new or existing customers from 1 July 2019.
- 6.11 Any MMS Access Manager services provided over Frame Relay will be cancelled when the underlying Frame Relay service is disconnected in accordance with the disconnection timetable set out in the Frame Relay section of Our Customer Terms.

Technical guide

- 6.12 We will provide you with a MMS Access Manager Technical Guide.

MMS Access Manager service limitations

- 6.13 You will only be able to send and receive MMS messages from non-Telstra customers where we and the other phone company have agreed and fully implemented the necessary technology.
- 6.14 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not promise that our Multimedia Message Service Centre is able to successfully send, receive and/or deliver your MMS messages at, or within, any particular timeframe.
- 6.15 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not promise that your MMS messages will be successfully delivered, or delivered in a timely manner to a person's mobile service. For messages sent to Telstra recipients, we will try to deliver your MMS messages through our Multimedia Message Service Centre for up to 7 days. If it is not delivered within this time, we will delete the MMS message.

Part J – Enhanced Business Services

6.16 You must not:

- rely on MMS Access Manager to send time-sensitive MMS messages; or
- use MMS Access manager for any purpose which results in large volumes of MMS messages being sent through our Multimedia Message Service Centre in a limited time period.

6.17 International MMS may not be available for all destinations. We will notify you of the destinations to which you may send international MMS on request. We may, from time to time, vary the destinations in respect of which international MMS is available, including for technical reasons or due to changes in applicable regulations in relevant countries.

6.18 MMS Access Manager is limited to only the MM7 parameters that we wish to support and thus not all MM7 features will be available. For more information about the MM7 parameters and MM7 features and their availability, please refer to your MMS Access Manager Technical Guide.

6.19 Each MMS message you send cannot exceed 400kB and where multiple recipient messaging is not enabled, can be sent to a single recipient only. The MMS message size is the sum of the subject information element size and the sizes of all the multimedia element(s) and text element(s) including any presentation object (i.e. the synchronised multimedia integration language). The size of each multimedia, text or presentation element is taken to be the size of the encoded content as it is submitted to our Multimedia Message Service Centre. This includes all multipurpose internet mail extensions, boundaries and headers. For multimedia elements this also includes any overhead incurred by the encoding scheme used (i.e Base 64).

6.20 The rate of submission to our Multimedia Message Service Centre cannot exceed 5 MMS messages per second at any time. A message sent to multiple recipients is considered a single MMS message for the purpose of calculating rate of submission under this clause 6.20.

6.21 You can only send MMS messages that are images, video, text or audio using MMS Access Manager, excluding .sis messages. You will only be able to send MMS messages to, and receive MMS messages from, a particular mobile service where the handset is MMS capable and supports the message format. In the case of MMS messages sent to Telstra recipients, where a handset is not MMS capable or does not support the message format, the MMS message will be sent to a legacy website which the recipient can visit to view the MMS message.

Multiple recipients

6.22 Where multiple recipient messaging is enabled, the maximum number of recipients of a single multiple recipient MMS message is 20.

6.23 Where delivery of a multiple recipient MMS message is successful to only some of the intended recipients, we will send you a partial success message listing which recipients did not successfully receive the multiple recipient MMS message (**Unsuccessful**

Part J – Enhanced Business Services

Recipients). A partial success message does not include a code indicating the reason for the delivery failure. You are responsible for re-sending MMS messages to Unsuccessful Recipients.

Delivery reports

6.24 You may be able to send delivery report MMS messages, so that we can send you a message confirming whether your MMS message has been delivered or not. We may not be able to track a delivery report MMS message sent to a phone on another phone company's network and delivery report MMS messages will not be supported for messages sent from an iMode subscriber or with an Alpha-Numeric Address Tag.

6.25 We will charge you for delivery report MMS messages whether or not we have been able to track the delivery report MMS message or send you a delivery status report.

Authentication and IP Address

6.26 We will issue you with a user ID and password, to access MMS Access Manager.

6.27 We grant a non-exclusive, non transferable, royalty-free licence to use any IP addresses we provide to you in software and hardware devices for the purpose of accessing MMS Access Manager (referred to as a licensed IP address).

6.28 If your MMS Access Manger service is cancelled for any reason your licence to use the licensed IP address is immediately terminated and you must stop using the licensed IP address and remove it from all software and hardware devices.

6.29 We may cancel your licence to use a licensed IP address, by telling you, if:

- you breach the licence conditions in the previous clause; or
- the licensed IP address was provided for use with a service that we no longer provide to you.

6.30 You acknowledge we are under no obligation to supply an IP address to you and we may require you to provide us with IP addresses from within a certain block (for the purposes of authentication).

Usage obligations

6.31 Your usage obligations continue to apply after the cancellation or termination of your MMS Access Manager service.

6.32 You must ensure your use of MMS Access Manager complies with Our Customer Terms.

6.33 We will not monitor or be responsible for MMS message content or Alpha-Numeric Address Tag sent using MMS Access Manager, but, subject to applicable laws, we reserve the right to monitor the content of such messages or tags.

Part J – Enhanced Business Services

6.34 You acknowledge that we may view and audit your messaging activities at any time without notice to you.

6.35 You must:

- ensure all MMS messages submitted, and the manner in which they are submitted, to our Multimedia Message Service Centre comply with all laws, promises, regulations and industry codes of conduct and do not expose us to the risk of any claim or legal or administrative action;
- not use MMS Access Manager to send marketing messages or content in respect of products available via Telstra's WAP portal or WAP push methods of delivery (such as music, ringtones and wallpapers);
- not do anything reasonably likely to impact our facilities (including our Multimedia Message Service Centre) or their operation;
- not interfere with, hinder or change MMS Access Manager;
- not delete another customer's data from MMS Access Manager without their permission;
- not use MMS Access Manager to menace or harass any person or cause damage or injury to any person or property, or to publish, transmit or store any communication or data that is defamatory, obscene, sexually explicit, abusive or offensive;
- not represent (by act or omission) that we created, endorsed, revised or are in any way involved in the production of content sent by you using MMS Access Manager;
- not use MMS Access Manager to impersonate another person or entity;
- not use MMS Access Manager to interfere with any third party rights, including intellectual property rights, or in a manner that results in the misuse of a third party's confidential information;
- not affect the availability of MMS Access Manager to other Telstra customers;
- not use MMS Access Manager in a way that results in a "virus", "worm", "trojan" or similar program being sent through MMS Access Manager from your equipment;
- not use, or enable the use of, MMS Access Manager in any way for the purpose of providing any warning or notification about a service risk to the safety of persons or property;
- ensure that your use of any third party software in connection with MMS Access Manager is lawful and does not disrupt the functioning of MMS Access Manager;
- ensure that any MMS messages you send that promote the sale or demand for goods or services, or are otherwise a commercial electronic message within the meaning of

Part J – Enhanced Business Services

the Spam Act 2003 (Cth), comply with all of the requirements for commercial electronic messages as set out in the Spam Act 2003 (Cth) and the Australian eMarketing Code of Practice, and include other information that may be required at law from time to time; and

- ensure your employees, agents and officers comply with this clause.

6.36 You agree that your unique sender code will be sent automatically with each MMS message sent using MMS Access Manager.

Advertising

6.37 You must not advertise or promote MMS Access Manager without our prior approval. We may require you to comply with any terms and conditions we consider appropriate before giving our approval.

Scheduled outages

6.38 We may tell you of occasions when we perform scheduled maintenance, upgrades or repairs to our facilities where all or part of MMS Access Manager will not be available (referred to as scheduled outages). You acknowledge that we tell all Telstra customers about scheduled outages and that it is your responsibility to determine whether a scheduled outage will affect you.

Suspension or cancellation

6.39 In addition to any other rights we may have, we may suspend or cancel the provision of all or part of MMS Access Manager at any time in the following circumstances:

- if we, acting reasonably, consider that you may be in breach of your usage obligations; or
- if we are allowed to under another term in Our Customer Terms.

Limited liability

6.40 In addition to any other rights we may have, and as far as the law permits and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we exclude liability for any loss or damage caused in connection with delays in the sending of MMS Messages or a failure to terminate MMS Messages for any reason, except to the extent such liability is caused or contributed to by our (or our contractors') negligence. If the law does not permit this, but would permit the limitation of liability, we limit our liability for such loss and damage to refunding to you the charges paid for the affected part of MMS Access Manager, as well as supplying the services again or paying the cost of having the services supplied again.

Help Desk

6.41 We will provide you with a help desk to assist you to access the MMS network.

Part J – Enhanced Business Services

6.42 You must report all MMS network faults or service problems to the help desk as soon as possible. You must not try to fix, or permit any other person to try to fix, the fault. If you, or a third party acting on your behalf or on your instructions, interferes with the MMS network or MMS Access Manager, with or without our written approval, then (subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms) we will not be liable for any damage to, or the costs and expenses of fixing, the MMS network or MMS Access Manager, except to the extent the event giving rise to the liability is caused or contributed to by our (or our contractors') negligence. You must pay for those costs and expenses.

Pricing

6.43 You must pay all MMS Access Manager charges incurred by your user ID and password or Billing MSISDN (as the case may be).

6.44 Discounts which may apply to charges for other services we provide you do not apply to MMS Access Manager.

6.45 Your MMS Access Manager charges will appear on the bill of your Telstra mobile service(s) connected to our MMS Access Manager functionality.

6.46 Your monthly usage charges will depend on the monthly volume of MMS messages you choose, the kilobyte per MMS message and whether you choose delivery reports.

6.47 You must pay the monthly usage charges (*minimum monthly commitment*) for your chosen volume of MMS messages per month, as set out in the tables below, regardless of the number of MMS messages you send in a month. In addition to the minimum monthly commitment, you must pay the per message charge for each MMS message you send over the minimum monthly charge of MMS for your service in a month.

6.48 When multiple recipient messaging is enabled, we will charge you separately for each recipient listed in the message. We will also charge you for each MMS message you send, whether or not the MMS message is delivered to the person you are sending it to.

6.49 You may increase your chosen volume of MMS messages per month for your next calendar month of service by advising us in writing. We will aim to implement this change within 5 business days. You may not decrease your chosen volume of MMS messages per month below your initial chosen volume of MMS messages during the minimum contract term.

6.50 If you cancel your MMS Access Manager before the end of your contract period, early termination charges (ETCs) may be applied. ETCs will be equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount calculated based on your minimum monthly commitment multiplied by the remaining months of your contract.

Dedicated connections

Part J – Enhanced Business Services

6.51 We will provide you with a shared connection (or if you access MMS Access Manager via SMPP, a shared bind) to your MMS Access Manager service. **On and from 14 February 2022**, you may request, and we may agree to provide, additional dedicated connections or binds (as applicable) for additional charges, as set out in your application form or separate agreement with us.

Additional MSISDNs

6.52 We provide you with one mobile service number (**MSISDN**) to use with each MMS Access Manager service as standard. **On and from 14 February 2022**, you may request, and we may agree to provide, additional MSISDNs for one or more of your services for an additional charge (of which we will notify you at the time of request).

Installation charges

6.53 We will charge you the following installation charges:

Installation type	For customers who do not have SMS Access Manager		For customers who already have SMS Access Manager	
	GST excl.	GST incl.	GST excl.	GST incl.
Internet VPN	\$1800	\$1980	\$270	\$297
HTTP Connectivity	\$240	\$264	\$240	\$264

Monthly usage charges (on and from 3 March 2010 for new customers and existing customers who upgrade to one of the new pricing plans set out in clauses 6.54 and 6.55 below)

If you are an existing single rate customer (before 3 March 2010), you can choose to upgrade to a new pricing plan (in clauses 6.54 and 6.55) without incurring an early termination charge provided you commence a new minimum contract term and take up an equivalent or greater volume tier.

6.54 You may choose from the following single rate monthly usage charges.

Part J – Enhanced Business Services

Single rate monthly usage charges												
volume of MMS messages per month	Kilobyte per MMS message											
	<50kB				51kB to 100kB				101kB to 300kB			
	On-net		Off-net		On-net		Off-net		On-net		Off-net	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
0 - 5000	26c	29c	34c	37c	28c	31c	36c	40c	31c	34c	42c	46c
5001 – 50,000	24c	26c	32c	35c	26c	29c	34c	37c	30c	33c	40c	44c
50,001 – 100,000	21c	24c	30c	33c	24c	26c	32c	35c	29c	32c	38c	42c
100,001 – 200,000	20c	22c	28c	31c	22c	24c	30c	33c	26c	29c	36c	40c
200,001 – 500,000	20c	22c	28c	31c	22c	24c	30c	33c	26c	29c	36c	40c
500,001 – 1,000,000	18c	20c	26c	29c	20c	22c	30c	33c	26c	29c	35c	38c
1,000,001 – 2,000,000	16c	18c	25c	27c	18c	20c	30c	33c	25c	27c	33c	36c
200,0001+	16c	18c	25c	27c	18c	20c	30c	33c	25c	27c	33c	36c
Minimum monthly commitment												
	GST excl.						GST incl.					
0 – 5000	\$0						\$0					
5,001 – 50,000	\$1,200						\$1,320					
50,001 – 100,000	\$11,000						\$12,100					
100,001 – 200,000	\$20,000						\$22,000					
200,001 – 500,000	\$20,000						\$22,000					
500,001 – 1,000,000	\$90,909						\$100,000					
1,000,001 – 2,000,000	\$163,636						\$180,000					

Part J – Enhanced Business Services

2,000,001+	\$163,636	\$180,000
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6.55 You may choose from the following single rate with delivery reports monthly usage charges.

Single rate (with delivery reports) monthly usage charges													
volume of MMS messages per month	Kilobyte per MMS message												
	<50kB				51kB to 100kB				101kB to 300kB				
	On-net		Off-net		On-net		Off-net		On-net		Off-net		
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	
0 - 5000	27c	31c	35c	38c	29c	32c	37c	41c	32c	35c	43c	47c	
5001 – 50,000	25c	27c	33c	36c	27c	30c	35c	38c	31c	34c	41c	45c	
50,001 – 100,000	23c	25c	31c	34c	25c	27c	33c	36c	30c	33c	39c	43c	
100,001 – 200,000	21c	23c	29c	32c	23c	25c	31c	34c	27c	30c	37c	41c	
200,001 – 500,000	21c	23c	29c	32c	23c	25c	31c	34c	27c	30c	37c	41c	
500,001 – 1,000,000	20c	21c	27c	30c	21c	23c	31c	34c	27c	30c	36c	39c	
1,000,001 – 2,000,000	17c	19c	26c	28c	19c	21c	31c	34c	25c	28c	34c	37c	
200,0001+	17c	19c	26c	28c	19c	21c	31c	34c	25c	28c	34c	37c	
Minimum monthly commitment													
	GST excl.						GST incl.						
0 – 5000	\$0						\$0						
5,001 – 50,000	\$1,200						\$1,320						
50,001 – 100,000	\$11,000						\$12,100						
100,001 – 200,000	\$20,000						\$22,000						

Part J – Enhanced Business Services

200,001 – 500,000	\$20,000	\$22,000
500,001 – 1,000,000	\$90,909	\$100,000
1,000,001 – 2,000,000	\$163,636	\$180,000
2,000,001+	\$163,636	\$180,000

Monthly usage charges (for existing customers before 3 March 2010 who do not upgrade to one of the new pricing plans set out in clauses 6.54 and 6.55above)

6.56 You may choose from the following single rate monthly usage charges.

Single rate monthly usage charges													
volume of MMS messages per month	Kilobyte per MMS message												
	<50kB				51kB to 100kB				101kB to 300kB				
	On-net		Off-net		On-net		Off-net		On-net		Off-net		
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	
0 - 5000	26.0¢	28.6¢	34.0¢	37.4¢	28.0¢	30.8¢	36.0¢	39.6¢	34.0¢	37.4¢	42.0¢	46.2¢	
5001 – 50,000	24.0¢	26.4¢	32.0¢	35.2¢	26.0¢	28.6¢	34.0¢	37.4¢	32.0¢	35.2¢	40.0¢	44.0¢	
50,001 – 100,000	22.0¢	24.2¢	30.0¢	33.0¢	24.0¢	26.4¢	32.0¢	35.2¢	30.0¢	33.0¢	38.0¢	41.8¢	
Greater than 100,000	20.0¢	22.0¢	28.0¢	30.8¢	22.0¢	24.2¢	30.0¢	33.0¢	28.0¢	30.8¢	36.0¢	39.6¢	
Minimum monthly commitment													
	GST excl.						GST incl.						
0 – 5000	\$0						\$0						
5,001 – 50,000	\$1,200						\$1,320						
50,001 – 100,000	\$11,000						\$12,100						
Greater than 100,000	\$20,000						\$22,000						

Part J – Enhanced Business Services

6.57 You may choose from the following single rate with delivery reports monthly usage charges.

Single rate (with delivery reports) monthly usage charges													
volume of MMS messages per month	Kilobyte per MMS message												
	<50kB				51kB to 100kB				101kB to 300kB				
	On-net		Off-net		On-net		Off-net		On-net		Off-net		
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	
0 - 5000	28.6¢	31.5¢	37.4¢	41.1¢	30.8¢	33.9¢	39.6¢	43.6¢	37.4¢	41.1¢	46.2¢	50.8¢	
5001 – 50,000	26.4¢	29.0¢	35.2¢	38.7¢	28.6¢	31.5¢	37.4¢	41.1¢	35.2¢	38.7¢	44.0¢	48.4¢	
50,001 – 100,000	24.2¢	26.6¢	33.0¢	36.3¢	26.4¢	29.0¢	35.2¢	38.7¢	33.0¢	36.3¢	41.8¢	46.0¢	
Greater than 100,000	22.0¢	24.2¢	30.8¢	33.9¢	24.2¢	26.6¢	33.0¢	36.3¢	30.8¢	33.9¢	39.6¢	43.6¢	
Minimum monthly commitment													
	GST excl.						GST incl.						
0 – 5000	\$0						\$0						
5,001 – 50,000	\$1,320						\$1,452						
50,001 – 100,000	\$12,100						\$13,310						
Greater than 100,000	\$22,000						\$24,200						

7. Telstra Messaging API

What is the Telstra Messaging API?

7.1 The Telstra Messaging API gives your application access to:

- (a) our Short Message Centre to send or receive SMS to mobile services; and
- (b) our Multimedia Message Service Centre to send MMS messages to mobile services within Australia and overseas via the internet.

Part J – Enhanced Business Services

- 7.2 For the purposes of the Telstra Messaging API section the term ‘**message(s)**’ refers to both SMS and MMS.
- 7.3 Further information about SMS and MMS and the terms that apply to SMS and MMS (as opposed to the Telstra Messaging API service) is set out in [Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms](#).
- 7.4 You can obtain access to the Telstra Messaging API via the T.DEV portal at <https://dev.telstra.com/>.
- 7.5 The Telstra Messaging API:
- (a) delivers your messages to other Telstra customers;
 - (b) carries your messages to non-Telstra customers to the physical point of connection between our systems and the other phone company's systems; and
 - (c) delivers messages from Telstra and non-Telstra customers to your access service.
- 7.6 Before you use the Telstra Messaging API, you must:
- (a) obtain the access service or services necessary to use the Telstra Messaging API. You are responsible for maintaining (including the payment of associated charges) the access service(s).
 - (b) ensure your equipment, software and infrastructure is compatible with the Telstra Messaging API. We may conduct reasonable checks and tests to satisfy us that your equipment, software and infrastructure is compatible before providing the Telstra Messaging API; and
 - (c) obtain the necessary infrastructure and build the application that will use the Telstra Messaging API.

Plans and charges

- 7.7 You may acquire the Telstra Messaging API on a casual or fixed term as set out in the Telstra Developer Portal or your application form.
- 7.8 You get access to free trial API keys which allows you to send 100 messages at no cost (an API call includes sending/receiving messages and/or receiving message status). The free trial will end on the earlier of the date on which the 100 free messages are consumed. You can only send messages:
- (a) from one mobile number; and
 - (b) to a maximum of 5 destination numbers that you will need to register before sending the trial messages.

Part J – Enhanced Business Services

- 7.9 Free trials are limited to one per account and cannot be maintained in conjunction with any paid plans. These Telstra Messaging API terms and conditions apply to the free trial. We reserve the right to cancel or change the free trial at any time on notice to you.
- 7.10 You may only select either a PAYG plan or an Enterprise plan, you cannot mix plan types on the same account.
- 7.11 If you select the PAYG plan, your Telstra Messaging API will continue on a casual basis and you can cancel your Telstra Messaging API at any time.
- 7.12 If you select an Enterprise plan a minimum term of 12 months applies. At the end of your minimum term, unless you notify us at least 30 days prior to expiry of the minimum term that you wish to cancel your Telstra Messaging API, your plan will automatically renew for a further 12 month term. We will provide you with reasonable advance notice that your plan is about to be renewed. After your plan has renewed, you can terminate your service at any time in which case we will not charge you the standard early termination charges for your plan (if any), but we may charge you an amount equal to the actual third-party costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the termination. If we fail to provide you with reasonable advance notice, you may terminate your plan at any time after your plan has renewed without having to pay any early termination charges (including the charges contemplated in the previous sentence).
- 7.12A On the Enterprise plan you must choose a monthly volume of SMS messages (**Tier**). You may change Tiers at any time, but an early termination charge may apply (see below) and a new 12 month minimum term will apply from the date of the change.

Charges

- 7.13 SMS charges will be calculated in multiples of 160 characters (e.g. if you send a 200 character message this will be charged as two SMS).
- 7.14 On the PAYG and Enterprise plans you will be charged for each message sent and received as per the charges set out in your application form.
- 7.15 On the Enterprise plans, the volume of SMS messages in your Tier does not include receipts and MMS messages are charged at the PAYG rate. If you do not send the minimum volume of messages in your chosen Tier we will still charge you the minimum spend amount specified in your application form.

Additional MSISDNs

We provide you with one mobile service number (**MSISDN**) to use with your Telstra Messaging API as standard. **On and from 14 February 2022**, you may request, and we may agree to provide, additional MSISDNs for one or more of your services for an additional charge (of which we will notify you at the time of request).

Early Termination charges

Part J – Enhanced Business Services

7.16 If:

- (a) your Telstra Messaging API is cancelled (other than for our breach);
- (b) you change from an Enterprise plan to the PAYG plan; or
- (c) you downgrade your Enterprise plan tier;

during the minimum contract term then we may charge you any waived service charges and amount calculated as follows:

$$ETC = A \times B \times (6 \text{ cents} - C)$$

Where:

A = the number of months (or part months) remaining in the minimum contract term

B = the minimum number of SMS/MMS in the purchased volume Tier

C = the per SMS rate for the purchased Tier.

7.17 You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

Availability

7.18 The Telstra Messaging API is only available to customers with a valid ABN or ACN.

User Guide

7.19 If you use Telstra Messaging API Service, you will be able to use all of the functionality as described in the User Guide on T.DEV portal for .

Limitations

7.20 Please refer to the User Guide for the limitations on the message limitations such as size and send rate.

7.21 You will only be able to send and receive messages from non-Telstra customers where we and the other phone company have agreed and fully implemented the necessary signalling protocol technology.

7.22 Your messages may not be successfully delivered, or delivered in a timely manner to a person's mobile service (for example, the person's phone may be switched off, out of mobile service range, not operating properly, the message storage space may be full or the person may be overseas and the overseas phone company has blocked the SMS).

7.23 We will try to deliver your message for up to 7 days. If your message is not delivered within this time, we will delete the message.

Part J – Enhanced Business Services

- 7.24 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not promise that our Short Message Centre and Multimedia Message Service Centre are able to successfully send, receive and/or deliver your messages at, or within, any particular time. You must not:
- (a) rely on the Telstra Messaging API to send time-sensitive messages; or
 - (b) use the Telstra Messaging API for any purpose which results in large volumes of messages being sent through our Short Message Centre and/or Multimedia Message Service Centre in a limited time period.
- 7.25 International SMS and MMS may not be available for all destinations. We will notify you of the destinations to which you may send international SMS and MMS on request. We may, from time to time, vary the destinations in respect of which international SMS and MMS is available, including for technical reasons or due to changes in applicable regulations in relevant countries.

Registered messages/delivery reports

- 7.26 You may send registered SMS and delivery report MMS messages using the Telstra Messaging API. A registered SMS and delivery report MMS can be tracked, so that we can send you message confirming whether your SMS/MMS has been delivered or not. We may not be able to track a message sent to a phone on another phone company's network and provide a delivery report.
- 7.27 For messages to Australian numbers, we will charge you for registered SMS and delivery report MMS messages whether or not we have been able to track the delivery of the registered SMS/delivery report MMS messages or send you a delivery status report. For messages to international numbers, we will not charge you for SMS and MMS receipts if we have not been able to send you a delivery receipt.
- 7.28 Message receipts for messages sent overseas are not guaranteed as these are dependent on receiving service provider's ability to send a receipt back to Telstra.

Authentication and IP address

- 7.29 We will issue you with a client-id and client-secret in order to access the Telstra Messaging API.
- 7.30 We grant you a non-exclusive, non-transferable, royalty-free licence to use any IP addresses we provide to you in software and hardware devices for the purpose of accessing the Telstra Messaging API (referred to as a licensed IP address).
- 7.31 If your Telstra Messaging API service is cancelled for any reason your licence to use the licensed IP address is immediately terminated and you must stop using the licensed IP address and remove it from all software and hardware devices.
- 7.32 We may cancel your licence to use a licensed IP address, by telling you, if:
- (a) you breach the licence conditions above or the usage obligations below;

Part J – Enhanced Business Services

- (b) the licensed IP address was provided for use with a service that we no longer provide to you.

Usage obligations

- 7.33 Your usage obligations continue to apply after the cancellation or termination of your Telstra Messaging API service.
- 7.34 You must ensure your use of the Telstra Messaging API service complies with Our Customer Terms and the T.DEV portal terms of use].
- 7.35 You acknowledge that we may view and audit your messaging activities at any time without notice to you.
- 7.36 You must not (and you must ensure that your employees, agents and officers do not):
 - (a) Use the Telstra Messaging API service in a way that breaks the law (such as for phishing or distributing spyware and malware), including applicable industry standards and codes;
 - (b) do anything reasonably likely to impair, interfere with or damage our facilities (including our Short Message Centre and Multimedia Message Service Centre) or their operation;
 - (c) use the Telstra Message API to send marketing messages or content in respect of products available via Telstra's WAP portal or WAP push methods of delivery (such as music, ringtones and wallpapers);
 - (d) interfere with, hinder or change the Telstra Messaging API service;
 - (e) delete another customer's data from the Telstra Messaging API service without that customer's permission;
 - (f) use the Telstra Messaging API service to menace or harass any person or cause damage or injury to any person or property;
 - (g) use the Telstra Messaging API service to publish, transmit or store any communication, information or data that is defamatory, obscene, sexually explicit, abusive or offensive;
 - (h) represent (by act or omission) that we created, endorsed, have reviewed, or are in any way involved in the production of the applications created and content sent by you using the Telstra Messaging API service;
 - (i) use the Telstra Messaging API service to impersonate another person or entity;
 - (j) use the Telstra Messaging API service to interfere with our and any third party rights, including intellectual property rights (such as reverse engineering, copying, replicating any aspect of the Telstra Messaging API without our prior written consent) ;

Part J – Enhanced Business Services

- (k) use the Telstra Messaging API service in a way that results in the misuse of our or a third party's confidential information;
- (l) affect the availability of the Telstra Messaging API service to other Telstra customers;
- (m) use the Telstra Messaging API service in a way that results in a "virus", "worm", "trojan" or any type of spyware or malware or similar malicious program being sent through the Telstra Messaging API service from your equipment;
- (n) ensure that any messages you send that promote the sale or demand for goods or services, or are otherwise a commercial electronic message within the meaning of the Spam Act 2003 (Cth), comply with all of the requirements for commercial electronic messages as set out in the Spam Act 2003 (Cth) and the Australian eMarketing Code of Practice, and include other information that may be required at law from time to time; or
- (o) use, or enable the use of, the Telstra Messaging API service in any way for the purpose of providing any warning or notification about a serious risk to the safety of persons or property.

7.37 We will not monitor or be responsible for the content of messages or Alpha-Numeric Address Tag you send using the Messaging API service, but, subject to applicable laws, we reserve the right to monitor the content of such messages or tags.

7.38 You agree that your unique sender code will be sent automatically with each message sent using the Telstra Message API.

Third party software

7.39 You must ensure that your use of any third party software in connection with the Telstra Messaging API service:

- (a) is lawful;
- (b) complies with Our Customer Terms and the T.DEV portal terms of use]; and
- (c) does not disrupt the proper functioning of Telstra Messaging API for you or any other person.

Advertising

7.40 You must not advertise or promote the Telstra Messaging API service without our prior approval beforehand. We may require you to comply with any terms and conditions we consider appropriate before giving our approval.

Scheduled outages

7.41 We may tell you of occasions when we perform scheduled maintenance, upgrades or repairs to our facilities where all or part of the Telstra Messaging API service will not be

Part J – Enhanced Business Services

available (referred to as scheduled outages). You acknowledge that we tell all Telstra customers about scheduled outages and that it is your responsibility to determine whether a scheduled outage will affect you.

Suspension or cancellation

7.42 In addition to any other rights we may have, we may suspend or cancel the provision of all or part of the Telstra Messaging API service at any time in the following circumstances:

- (a) if we, acting reasonably, consider that you may be in breach of your usage obligations; or
- (b) if we are allowed to under another term in Our Customer Terms.

Limited liability

7.43 In addition to any other rights we may have, and as far as the law permits and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms , we exclude liability for any loss or damage caused in connection with delays in the sending of messages or a failure to terminate messages for any reason, except to the extent such liability is caused or contributed to by our (or our contractors') negligence. If the law does not permit this, but would permit the limitation of liability, we limit our liability for such loss and damage to refunding to you the charges paid for the affected part of the Telstra Messaging API service, as well as supplying the services again or paying the cost of having the services supplied again.

Help Desk

7.44 We will provide you with a Help Desk to assist you to access the Telstra Messaging API.

7.45 You must report all messaging network or Telstra Messaging API faults or service problems to the Help Desk as soon as possible. You must not try to fix, or permit any other person to try to fix, the fault. If you, or a third party acting on your behalf or on your instructions, interferes with the messaging network or Telstra Messaging API service, with or without our written approval, then (subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms) we will not be liable for any damage to, or the costs and expenses of fixing, the messaging network or Telstra Messaging API, except to the extent the event giving rise to the liability was caused or contributed to by our (or our contractors') negligence. You must pay for those costs and expenses.

Alpha-Numeric Service

7.46 You can use the Alpha-Numeric Service in connection with the Telstra Messaging API. You must comply with the Alpha-Numeric Service terms below.

7.47 The Alpha-Numeric service on the Messaging API is only available for Telstra Account holders and not with any other payment options.

Part J – Enhanced Business Services

8. Alpha-Numeric Service

What is the Alpha-Numeric Service?

- 8.1 The alpha-numeric source address service lets you send SMS and MMS messages with alpha-numeric source address tags (“Alpha-Numeric Address Tags”). These Alpha-Numeric Address Tags appear instead of the standard return phone number on the SMS/MMS recipient’s mobile phone.

Eligibility

- 8.2 You can only use the Alpha-Numeric Service if you are connected to either Telstra’s SMS Access Manager or MMS Access Manager service.

Alpha-Numeric service terms

- 8.3 You acknowledge that Alpha-Numeric Address Tags are not:

- (a) compatible with all mobile phones; or
- (b) available in all countries outside Australia,

and that, subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not promise the Alpha-Numeric Service will work on all mobile phones or in all countries. Messages may be blocked by a global carrier if the Alpha-Numeric Tag does not comply with their rules.

- 8.4 You can only use valid Alpha-Numeric Address Tags for the Alpha-Numeric Service. To be valid, an alpha-numeric address tag must:

- contain between one and eleven characters (inclusive);
- contain standard ASCII (American Standard Code for Information Interchange) characters and numbers; and
- if you are connected to SMS Access Manager, include at least one letter of the alphabet (upper case or lower case).
- if you are connected to MMS Access Manager, begin with a letter of the alphabet (upper case or lower case).

- 8.5 You acknowledge that the recipient of an SMS or MMS with an Alpha-Numeric Address Tag will not be able to directly reply to that message as the Alpha-Numeric Address Tag is not a valid telephone number.

- 8.6 You acknowledge that we may view and audit your Alpha-Numeric Service and your actual or proposed use of Alpha-Numeric Address Tags, at any time by telling you (in writing).

Part J – Enhanced Business Services

- 8.7 You acknowledge that we may suspend, cancel or limit your use of any Alpha-Numeric Address Tag:
- if we suspect that your use is a breach of any law, regulation, promise or a third party's rights; or
 - to comply with any law or request of law enforcement agencies.
- 8.8 You promise that any Alpha-Numeric Address Tag you use will not impact on the rights of any third party, including any intellectual property rights. You must get permission to use an Alpha-Numeric Address Tag that is a trade mark or in which copyright subsists from the trade mark or copyright owner before using that Alpha-Numeric Address Tag. You promise that your use of Alpha-Numeric Address Tags will not breach any other laws or regulations.
- 8.9 You promise that you will tell us as soon as you become aware of any actual, potential or suspected breach of any law, regulation or promise as a result of your use of Alpha-Numeric Address Tags.
- 8.10 In addition to any other rights we may have, you acknowledge that we may, without telling you, suspend or cancel providing either your Alpha-Numeric Service, your entire SMS Access Manager Service or your entire MMS Access Manager Service as soon as we become aware of:
- an actual, potential or suspected breach of any law, regulation or promise relating to your use of the Alpha-Numeric Service;
 - an excessive number of complaints relating to your use of the Alpha-Numeric Service; or
 - any actual, potential or suspected adverse regulatory consequences of the Alpha-Numeric Service.

Charges

- 8.11 There are no additional SMS or MMS charges for using the Alpha-Numeric Service.

9. Telstra Desktop Messaging

What is Telstra Desktop Messaging?

- 9.1 Telstra Desktop Messaging lets you send SMS, MMS and Video messages (“Messages”) to mobile services directly from email applications. The service also allows you to download and install a PC client to access certain features. For information about features, please go to: [Telstra.com/business/desktopmessaging](https://telstra.com/business/desktopmessaging).
- 9.2 Further information about SMS and MMS and the terms that apply to SMS and MMS (as opposed to the Telstra Desktop Messaging service) is set out in [Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms](#).

Part J – Enhanced Business Services

9.3 The service is available to customers who:

- (a) take up a Pay-As-You-Go service linked to an existing Telstra Mobile Postpaid plan;
- (b) have entered into an eligible Telstra Desktop Messaging Flexiplan or a Pay-As-You-Go service; and
- (c) have internet access which enables them to access and use the Telstra website or any other email account.

Web site conditions of use

9.4 You and people authorised by you are permitted to access and use the web site for the sole purpose of accessing and using the Telstra Desktop Messaging service, subject to the terms and conditions of your agreement with us including the terms of use for telstra.com.

9.5 You must take all reasonable steps to ensure that your password and username and the passwords and usernames of people authorised by you are not disclosed to a third party or compromised in any way.

9.6 You must comply with, and ensure that people authorised by you comply with, your obligations under the terms and conditions of your agreement with us.

Your obligations and records

9.7 We grant you a non-exclusive, non-transferable, worldwide right to use the service solely for your own internal business purposes, subject to the terms and conditions of your agreement with us. All rights not expressly granted to you are reserved.

9.8 You must provide all information and assistance as is reasonably required by us in order to enable us to meet our obligations under the terms and conditions of your agreement with us. If you fail to meet to your obligations under this clause, it will constitute a material breach of these terms.

9.9 You must:

- (a) obtain and maintain the telecommunications services and any third party software necessary to access and use the service;
- (b) ensure that the use of such services and software does not breach any of your legally enforceable obligations or any law;
- (c) ensure that the information you provide to us on the application form is accurate;
- (d) ensure that you are authorised and have all necessary consents, licences and permits to receive the service and comply with your obligations under your agreement with us; and

Part J – Enhanced Business Services

- (e) ensure that you are not in breach of any legally enforceable obligation or in breach of any law in entering into your agreement with us.

9.10 You must not:

- (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, the service in any way;
- (b) modify or make derivative works based upon the service;
- (c) reverse engineer or access the service in order to:
 - (i) build a competitive product or service;
 - (ii) build a product using similar ideas, features, functions or graphics of the service; or
 - (iii) copy any ideas, features, functions or graphics of the service;
- (d) interfere with or disrupt the integrity or performance of the service or the data contained therein;
- (e) attempt to gain unauthorised access to the service or its related systems or networks;
- (f) use the service for any illegal purpose or in a way contrary to any law, (including any codes of conduct or industry codes) including;
 - (i) sending or storing infringing, obscene, threatening, libellous or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights;
 - (ii) sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
 - (iii) using the service in a way that may result in the misuse of a third party's confidential information;
 - (iv) using the service to infringe any third party rights including intellectual property rights;
- (g) delete another's data from the service without permission;
- (h) use the service to harass any person or cause damage or injury to any person or property;
- (i) use the service for a purpose that a reasonable person may consider is offensive;
- (j) represent that we are involved in or endorse the production of content sent by you using the service;

Part J – Enhanced Business Services

- (k) use the service to impersonate another person or entity;
 - (l) use the service to send a marketing message which is within the meaning of the Spam Act 2003 (“**Marketing Message**”) to any person unless:
 - (i) the recipient has first consented to receiving the marketing message; and
 - (ii) the recipient is provided with a means to opt-out of receiving such a marketing message within the marketing message; and
 - (iii) the marketing message includes a clear identification of the source or originating entity of the marketing message to enable the recipient to determine who sent the marketing message; and
 - (iv) the marketing message includes accurate information about how the recipient can readily contact the sender; and
 - (v) the marketing message includes any other information which may be required by law; or
 - (m) use, or facilitate the use of, the service in any way for the purpose of providing any warning or notification about a serious risk to the safety of persons or property.
- 9.11 You must notify us of all problems with the service as soon as you become aware of such fault or problem. You must not attempt to rectify or permit any other person to attempt to rectify such fault. If you or a third party permitted by you interferes with or attempts to rectify the service without our written approval, you will be liable for any damage to, or the costs and expenses of rectifying, the service.
- 9.12 You must notify us of all problems with the service as soon as you become aware of such fault or problem. You must not attempt to rectify or permit any other person to attempt to rectify such fault. If you or a third party permitted by you interferes with or attempts to rectify the service without our written approval, you will be liable for any damage to, or the costs and expenses of rectifying, the service.
- 9.13 We may delete any SMS, MMS, video message or other message that is:
- (a) sent by you by means of the service from three months after the date on which you sent it; or
 - (b) received by you by means of the service from twelve months after the date on which you received it.
- 9.14 You agree to allow us to copy and paste logos, colour backgrounds and associated features of your website to the extent necessary to allow us to customise the web interface of your service.

Part J – Enhanced Business Services

Limitations of service

- 9.15 SMSs, MMSs and voice messages may not be successfully terminated, or terminated in a timely manner, on an end-user's handset (including SMSs, MMSs or voice messages sent to mobile phones with end-users subscribed to international telecommunications carriers). This could be due to, for example, the end-user's handset not working properly, being switched off or out of range, the message storage space on the end-user's handset being full or where an end-user is overseas and the international telecommunications carrier has blocked SMS, MMS or video messages from us.
- 9.16 Other messages sent for conversion into SMSs, MMSs or voice messages for delivery to end-users may not be converted and delivered. This could be due to, for example, a problem with the end-user's Internet connection or email gateway, a problem with our network, or the end user not having sufficient credit to send a SMS, MMS or voice message or not having the correct permissions to send a SMS, MMS or video message.
- 9.17 International SMS and MMS may not be available for all destinations. We will notify you of the destinations to which you may send international SMS and MMS on request. We may, from time to time, vary the destinations in respect of which international SMS and MMS is available, including for technical reasons or due to changes in applicable regulations in relevant countries.

Privacy

- 9.18 You must comply with Privacy Act 1988, the Spam Act 2003 (Cth), the Telecommunications Act 1997 (Cth), our privacy statement and any other legislation, principles, industry codes and policies relating to the handling of personal information (including the use and disclosure of personal information), whether or not you would otherwise be obliged to do so.

Term and cancellation of your service

- 9.19 The agreement between you and us will begin when we notify you that we have accepted your application form and will continue until it is cancelled.
- 9.20 In addition to any other cancellation rights we may have in Our Customer Terms, we may cancel your service at any time if there is evidence which suggests that you are using the service for the purpose of providing any warning or notification about a serious risk to the safety of persons or property.
- 9.21 We may change the Telstra Desktop Messaging service at any time, but will give reasonable notice to you before any such change takes effect. We may also cancel the Telstra Desktop Messaging service in accordance with the General Terms of Our Customer Terms or your separate agreement with us.

Subcontracting

- 9.22 We may subcontract any of our obligations under your agreement with us to a third party without notice to you and without your consent.

Part J – Enhanced Business Services

Access charge

9.23 We charge you the following:

- a monthly access charge (which includes a specified value of included messages); and
- a separate charge for each SMS, MMS or Video message sent in excess of the included message (which depends upon the monthly access charge paid).

Monthly Access Charge		Value of included messages	SMS Price and Charge for each additional SMS		MMS Price and Charge for each additional MMS		Video message Price and Charge for each additional Video message	
GST Excl	GST Incl	GST Incl	GST Excl	GST Incl	GST Excl	GST Incl	GST Excl	GST Incl
\$0 – Pay As You Go (“PAYG”)		0	22.73¢	25¢	45.45¢	50¢	68.18¢	75¢
\$18.18	\$20	\$20	20.91¢	23¢	41.81¢	46¢	62.7¢	69¢
\$68.18	\$75	\$75	19.09¢	21¢	38.18¢	42¢	57.27¢	63¢
\$136.36	\$150	\$150	18.18¢	20¢	36.36¢	40¢	54.55¢	60¢
\$454.55	\$500	\$500	17.27¢	19¢	34.54¢	38¢	51.82¢	57¢

9.24 The feature known as ‘Company Inbox’ is not available to you if you choose to pay the \$0 – PAYG option.

9.25 We will treat an SMS, MMS or Video message sent to a group of people as an individual SMS, MMS or Video message sent to each of the group of people and we will charge you on this basis.

9.26 The charges for Telstra Desktop Messaging are based on SMS, MMS or Video messages sent, regardless of whether they have been delivered to the people you are sending them to.

9.27 When you apply for this service, you will receive some terms and conditions. The terms and conditions will set out charges for the service.

9.28 Any unused portion of included SMS, MMS or Video messages in any given month will not carry over to the next month.

Additional MSISDNs

9.29 We provide you with one mobile service number (**MSISDN**) to use with your Telstra Desktop Messaging Service as standard. **On and from 14 February 2022**, you may

Part J – Enhanced Business Services

request, and we may agree to provide, additional MSISDNs for one or more of your services for an additional charge (of which we will notify you at the time of request).

10. Telstra Integrated Messaging

What is Telstra Integrated Messaging?

Telstra Integrated Messaging (“TIM”) is a Value Added Messaging Service supporting SMS, MMS, E-mail, and Secure IP Messaging into a bundled solution. It packages software, hosting and carriage services, giving the ability to automate and mobilise business processes using messaging technology. Multimedia Messaging Service (MMS) is a standard way to send messages that include multimedia content (images and video) to and from mobile phones over a cellular network. Further information about SMS and MMS and the terms that apply to SMS and MMS (as opposed to the Telstra Integrated Messaging service) is set out in [Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms](#).

10.1 The service is available to Telstra post paid mobile customers who:

- (a) have entered into an eligible plan; and
- (b) have internet access which enables them to access and use the Telstra website or any other email account.

Web site conditions of use

10.2 You and people authorised by you are permitted to access and use the TIM platform for the sole purpose of accessing and using service, subject to the terms and conditions of your agreement with us.

10.3 You must take all reasonable steps to ensure that your TIM platform password and username and the TIM platform passwords and usernames of people authorised by you to use the TIM platform are not disclosed to a third party or compromised in any way.

10.4 You must comply with, and ensure that people authorised by you to use the TIM platform comply with, your obligations under the terms and conditions of your agreement with us.

Your obligations and records

10.5 We grant you a non-exclusive, non-transferable, worldwide right to use the TIM service solely for your own internal business purposes, subject to the terms and conditions of your agreement with us. All rights not expressly granted to you are reserved.

10.6 You must provide all information and assistance as is reasonably required by us in order to enable us to meet our obligations under the terms and conditions of your agreement with us. If you fail meet to your obligations under this clause, it will constitute a material breach of these terms.

10.7 You must:

Part J – Enhanced Business Services

- (a) obtain and maintain the telecommunications services and any third party software necessary to access and use the service;
- (b) ensure that the use of such services and software does not breach any of your legally enforceable obligations or any law;
- (c) ensure that the information you provide to us on the application form is accurate;
- (d) ensure that you are authorised and have all necessary consents, licences and permits to receive the service and comply with your obligations under your agreement with us; and
- (e) ensure that you are not in breach of any legally enforceable obligation or in breach of any law in entering into your agreement with us.

10.8 You must not:

- (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, the service in any way;
- (b) modify or make derivative works based upon the service;
- (c) reverse engineer or access the service in order to:
 - (i) build a competitive product or service;
 - (ii) build a product using similar ideas, features, functions or graphics of the service; or
 - (iii) copy any ideas, features, functions or graphics of the service;
- (d) interfere with or disrupt the integrity or performance of the service or the data contained therein; or
- (e) attempt to gain unauthorised access to the service or its related systems or networks;
- (f) use the service for any illegal purpose or in a way contrary to any law, (including any codes of conduct or industry codes) including:
 - (i) sending or storing infringing, obscene, threatening, libellous or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights;
 - (ii) sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
 - (iii) using the service in a way that may result in the misuse of a third party's confidential information;

Part J – Enhanced Business Services

- (g) delete another’s data from the service without permission;
- (h) use the service to harass any person or cause damage or injury to any person or property;
- (i) represent that we are involved in or endorse the production of content sent by you using the service;
- (j) use the service to impersonate another person or entity;
- (k) use the service to send a marketing message which is within the meaning of the Spam Act 2003 (“**Marketing Message**”) to any person unless:
 - (i) the recipient has first consented to receiving the marketing message; and
 - (ii) the recipient is provided with a means to opt-out of receiving such a marketing message within the marketing message; and
 - (iii) the marketing message includes a clear identification of the source or originating entity of the marketing message to enable the recipient to determine who sent the marketing message;
 - (iv) the marketing message includes accurate information about how the recipient can readily contact the sender; and
 - (v) the marketing message includes any other information which may be required by law.
- (l) use, or facilitate the use of, the service in any way for the purpose of providing any warning or notification about a serious risk to the safety of persons or property.

10.9 You must notify us of all problems with the service as soon as you become aware of such fault or problem. You must not attempt to rectify or permit any other person to attempt to rectify such fault. If you or a third party permitted by you interferes with or attempts to rectify the service without our written approval, you will be liable for any damage to, or the costs and expenses of rectifying, the service.

10.10 We may delete any SMS or other message that is:

- (a) sent by you by means of the service from three months after the date on which you sent it; or
- (b) received by you by means of the service from twelve months after the date on which you received it.

Limitations of service

10.11 We will use our best efforts to ensure that International SMS are successfully terminated or terminated in a timely manner on the relevant end-user’s device. However, SMS and

Part J – Enhanced Business Services

MMS (including international SMS and MMS) may not be successfully terminated, or terminated in a timely manner, on an end-user's handset (including SMS sent to mobile phones with end-users subscribed to international telecommunications carriers). This could be due to, for example, the end-user's handset not working properly, being switched off or out of range, the message storage space on the end-user's handset being full or where an end-user is overseas and the international telecommunications carrier has blocked SMS or MMS from us.

- 10.12 Other messages sent for conversion into SMSs for delivery to end-users may not be converted and delivered. This could be due to, for example, a problem with the end-user's Internet connection or email gateway, a problem with our network, or the end user not having sufficient credit to send a SMS or not having the correct permissions to send a SMS.
- 10.13 An end-user who receives an email message converted from an SMS (**Email-SMS message**) can reply to the Email-SMS message by using the return mobile phone number that appears on their mobile handset for up to 7 days. After this 7 day period, any messages sent by the end-user to the sender will not be received as the return mobile phone number will be reallocated for use by another Email-SMS user.
- 10.14 International SMS may not be available for all destinations. We will notify you of the countries to which you may send international SMS on request. We may, from time to time, vary the destinations in respect of which international SMS is available, including for technical reasons or due to changes in applicable regulations in relevant countries.
- 10.15 You can only send MMS within Australia and cannot send MMS to destinations outside Australia.
- 10.16 Without limiting clause 10.10, any data that is available via the TIM Platform including data you upload to, or transmit via, the TIM platform, message and usage related data, and data that analytics you have access to on the TIM Platform (**Detailed Data**) will only be stored on the TIM platform for 3 months from the date it is made available to you or from the date of upload or transmission (as applicable). If you purchase the Reports+ license for TIM (for an additional fee) you may download and save reports containing Detailed Data.
- 10.17 The maximum number of Standard Characters of one standard SMS message is 160 (“**Standard SMS**”). Messages will be sent in two or more parts if the Standard Characters in that message exceed 160 (“**Long Standard Messages**”). The maximum number of Standard Characters in each part of a Long Standard Message is 153.
- 10.18 Each Special Character is counted and charged as two Standard Characters.
- 10.19 Any SMS that contains a Non-Standard Character is a unicode message (“**Unicode Message**”) and not a Standard SMS. The maximum number of Standard Characters in a Unicode Message is 70. A message containing Non-Standard Characters will be sent in two or more parts if the number of characters in that message exceeds 70 (“**Long Unicode Message**”). The maximum number of characters in each part of a Long Unicode Message is 67.

Part J – Enhanced Business Services

- 10.20 A TIM WAP Push format message is limited to 115 Standard Characters for its URL and text message content combined. If more than 115 Standard Characters are entered, the message will be sent in two or more parts and will be appended at the recipient's end.
- 10.21 For the purposes of clauses 10.17 to 10.20 of this section of Our Customer Terms:
- (a) **Standard Characters** includes characters in the English character set such as letters (e.g.a-z), the numbers 0-9, common English punctuation (e.g. full stop, comma, ?, !) and symbols (e.g. \$, &);
 - (b) **Non-Standard Characters** includes non-English characters such as ć, â and ë; and
 - (c) **Special Characters** means the following characters: ^ { } \ [~] | €.

Privacy

- 10.22 You must comply with Privacy Act 1988, the Spam Act 2003 (Cth), the Telecommunications Act 1997 (Cth), our privacy statement and any other legislation, principles, industry codes and policies relating to the handling of personal information (including the use and disclosure of personal information), whether or not you would otherwise be obliged to do so.

Security of data

- 10.23 You acknowledge that you are responsible for the security, accuracy and integrity of the data transmitted by you, and that data transmitted over our Telstra Mobile Network using TIM may be intercepted by third parties without our knowledge.

Term and cancellation of your service

- 10.24 The agreement between you and us will begin when we notify you that we have accepted your application form and will continue until it is cancelled.
- 10.25 In addition to any other cancellation rights we may have in Our Customer Terms, we may cancel your service at any time if there is evidence which suggests that you are using the service for the purpose of providing any warning or notification about a serious risk to the safety of persons or property.
- 10.26 We may change the Telstra Integrated Messaging service at any time, but will give reasonable notice to you before any such change takes effect. We may also cancel the Telstra Integrated Messaging service, in accordance with the General Terms of Our Customer Terms or your separate agreement with us.

Subcontracting

- 10.27 We may subcontract any of our obligations under your agreement with us to a third party without notice to you and without your consent.

Part J – Enhanced Business Services

Message Usage charge

- 10.28 If you sign up to a new Telstra Integrated Messaging service on and from 19 September 2016, the applicable charges for your service are set out in your application form or separate agreement with us.
- 10.29 You can choose to sign up to a Monthly Commitment Plan or a PAYG Plan.

Monthly Commitment plan

- 10.30 For a Monthly Commitment Plan you must commit to a 24 month plan and we will charge you the following:
- (a) a monthly access charge (which includes a specified amount of included SMS); and
 - (b) a separate charge for each SMS message sent in excess of the included SMS (which depends upon the monthly access charge paid)
- 10.31 Any unused portion of included SMS in any given month will not carry over to the next month.
- 10.32 The charges for your Monthly Commitment Plan are set out in your application form or separate agreement with us for TIM.

Pay As You Go Plans (PAYG)

- 10.33 Charges are based on the volume of SMS message sent.
- 10.34 The applicable charges for a Pay As You Go Plan are set out in your application form or separate agreement with us.
- 10.35 If your monthly message volume consumed falls below your agreed monthly message volume commitment tier we may charge you in accordance with the price applicable to the lower volume tier. Please refer to your application form for the applicable pricing.

Delivery Receipt

- 10.36 You may choose to pay an additional delivery receipt fee (in addition to the cost of the SMS as outlined in 10.28 to 10.35) for each SMS message which is sent. The charges for delivery receipt are set out in your application form or separate agreement with us.

International SMS and MMS charges

- 10.37 On and from 27 May 2021, the following charges apply if you send an International SMS or MMS via the TIM Service.

Message type	Charge (ex GST)
International SMS	\$0.1300
International SMS with delivery receipt	\$0.1391

Part J – Enhanced Business Services

Domestic MMS	\$0.2700
Domestic MMS with delivery receipt	\$0.2791

Messaging Usage Charge Business Rules – Monthly Commitment and PAYG Plans

- 10.38 We will treat an SMS sent to a group of people as an individual SMS sent to each person within that group and we will charge you on this basis.
- 10.39 The charges for Telstra Integrated Messaging are based on SMS sent, regardless of whether they have been delivered to the people you are sending them to.
- 10.40 Any unused portion of included SMS in any given month will not carry over to the next month.
- 10.41 At any time during your minimum term, you can change your plan to a higher or lower plan.

TIM Modules

- 10.42 You can add certain modules and software licences to your TIM service (“**TIM Modules**”) which offer additional functionality, for an additional charge. Your selected TIM Modules (and the fees for those TIM Modules) are set out in your application form or separate agreement with us.
- 10.43 If you purchase or renew a TIM Module licence on or after 27 May 2021 then:
 - (a) you may access and use that TIM Module for a period of 12 months from the date you purchase or renew that TIM Module licence;
 - (b) we will charge you the applicable fees for that TIM Modules upfront annually in advance for each applicable 12-month period;
 - (c) that TIM Module licence will automatically renew on a rolling 12-month basis, subject to the following:
 - (i) we will provide you with reasonable advance notice that your 12-month TIM Mobule licence is about to be renewed;
 - (ii) you may notify us at least 30 days prior to the expiry of the then-current 12-month period that you wish to cancel that licence, in which case that licence will be cancelled at the end of the then-current 12-month period;
 - (iii) after your 12-month TIM Mobule licence has renewed, you can terminate your 12-month TIM Mobule licence at any time by written notice to us, in which case we will reimburse you an amount calculated as follows:

$$[(A \times B) / 12] - C$$

where:

Part J – Enhanced Business Services

A is the number of months remaining in the then-current 12-month period as at the date of termination;

B is the annual fees that you have paid in advance for the relevant 12-month TIM Mobile licence; and

C is an amount equal to the actual third-party costs and expenses that we have incurred or committed to in anticipation of providing the 12-month TIM Mobile licence to you and that cannot be reasonably avoided by us as a result of the termination; and

- (iv) if we fail to provide you with reasonable advance notice that your 12-month TIM Mobile licence is about to renew, you may terminate your 12-month TIM Mobile licence at any time after your 12-month TIM Mobile licence has renewed by written notice to us, in which case we will reimburse you an amount calculated as follows:

$$[(A \times B) / 12]$$

where:

A is the number of months remaining in the then-current 12-month period as at the date of termination; and

B is the annual fees that you have paid in advance for the relevant 12-month TIM Mobile licence; and

- (d) subject to (c) above, if you terminate your TIM service or that TIM Module licence during a 12-month period in respect of which you have already paid us the annual licence fee for that TIM Module then we will not refund you any portion of that annual licence fee.

Additional MSISDNs

- 10.44 We provide you with one mobile service number (**MSISDN**) to use with your TIM service as standard. **On and from 14 February 2022**, you may request, and we may agree to provide, additional MSISDNs for one or more of your services for an additional charge (of which we will notify you at the time of request).

11. Premium SMS Services For Content Providers

- 11.1 Premium SMS Services For Content Providers lets you sell content or content services that are delivered via SMS to eligible customers. Eligible customers include post-paid mobile customers and, until 31 December 2004, pre-paid mobile customers registered with our Telstra Pre-Paid Plus service.

- 11.2 Under this service, you charge customers for the content or content services. We provide credit to the customer equal to the price that you charge and bill the customer for that amount. We pay you the price charged less agreed charges.

Part J – Enhanced Business Services

- 11.3 You must satisfy our eligibility requirements in order to use this service.
- 11.4 When you apply for this service, you will receive some terms and conditions. The terms and conditions will set out charges for the service. Our charges may vary depending on whether the service is provided to a post-paid mobile customer or a Telstra Pre-Paid Plus mobile customer.
- 11.5 We charge you the following charges for SMS you send to customers and customers send to you:

SMS per month	Charge for each SMS sent to or from a mobile	
	GST excl.	GST incl.
1 – 10,000	20¢	22¢
10,001 – 50,000	14.5455¢	16¢
50,001 – 100,000	13.6364¢	15¢
100,001 – 250,000	12.7273¢	14¢
250,001 – 500,000	11.8182¢	13¢
500,000 +	10.9091¢	12¢

12. Mobile EFTPOS

What is Mobile EFTPOS?

- 12.1 Mobile EFTPOS allows debit and credit card transactions to take place over our Telstra Mobile Network .
- 12.2 To use Mobile EFTPOS you need an eligible Telstra Mobile service and an agreement with your bank to arrange deposits of electronic funds to your bank account.

Access to the service

- 12.3 The Mobile EFTPOS Service is available throughout Australia, if network infrastructure is available. You can access the Mobile EFTPOS Service through our Telstra Mobile Network and Argent Dial Up Service Type 1 to your bank’s access number. Further details of the Argent Dial Up Service Type 1 are set out in [the Argent Services section of Our Customer Terms](#).
- 12.4 You must use equipment which complies with all relevant ACMA technical requirements for connection to a mobile service. You must also use an EFTPOS terminal that we approve.

Part J – Enhanced Business Services

Charges

- 12.5 Your bank must pay the charges associated with the Argent Dial-up Service.
- 12.6 We charge you the following for using EFTPOS services:

Mobile EFTPOS Charges	GST excl.	GST incl.
Peak: On connection	\$0.20	\$0.22
Peak: Each 30 seconds (charged per second)	\$0.15	\$0.165
Off-Peak: On connection	\$0.20	\$0.22
Off-Peak: Each 30 seconds (charged per second)	\$0.075	\$0.0825

13. Telemetry SIM cards

What are Telemetry SIM cards?

- 13.1 We allow certain service providers to use our Telstra Mobile Network in conjunction with telemetry applications that remotely monitor and control electronic devices. We also supply SIM cards to such service providers for use in electronic devices in conjunction with their telemetry application.
- 13.2 If you are a service provider and you satisfy our eligibility requirements, you may acquire Telemetry SIM cards from us and incorporate them in your telemetry application.

Restrictions on use

- 13.3 Telemetry SIM Cards are for data calls only. You must not use a Telemetry SIM Card for making or receiving voice calls.

Termination or suspension

- 13.4 We may terminate or suspend your use of Telemetry SIM Cards if you do not satisfy the eligibility requirements or if you use the Telemetry SIM cards for unauthorised purposes.

Charges

- 13.5 We charge you the following for the supply of Telemetry SIM cards and data calls you make as part of a telemetry application. Any unused included calls and SMS are forfeited at the end of each month.
- 13.6 These charges are not exhaustive. You may also have to pay additional fees for other services provided by us in conjunction with Telemetry SIM cards. We charge you for all other call types or calls made to a service with another phone company at the applicable rates in Our Customer Terms.

Part J – Enhanced Business Services

Telemetry SIM card	GST excl.	GST incl.
Monthly access fee per Telemetry SIM card.	\$4	\$4.40
Included SMS and circuit switched data calls	\$4	\$4.40
Circuit Switched Data Calls		
On connection	Nil	Nil
Charges per minute or part thereof:		
Peak Period (7.00am-7.00pm, Mon.-Fri.)	30¢	33¢
Off-Peak Period (All Other Times)	14¢	15.4¢
Fees for each SMS sent to or from a Telstra mobile service		
Peak Period (7.00am-7.00pm, Mon.-Fri.)	14¢	15.4¢
Off-Peak Period (All Other Times)	8¢	8.8¢
Fees for each SMS sent to a non-Telstra mobile service – at all times	22.73¢	25¢

14. VPN Extension

Not available to new connects from 22 Jan 2002

- 14.1 VPN Extension lets you choose a number of Telstra fixed and mobile services in a defined user group. The mobile services within the user group will be able to call other fixed and mobile services in the same user group using abbreviated dialling.
- 14.2 You must use VPN Extension for at least 12 months from the date of activation.
- 14.3 Mobile phone calls are routed through the most suitable base station. At different times, the network may treat calls made from the same or similar areas as being made from within different mobile service areas. This may cause some changes over time for some customers in determining which calls are included in location based on-net calls.

Charges

- 14.4 If you spend at least \$275,000.00 (GST incl.) on all A party mobile services during a 12 month period, you will also receive discounted call charges for mobile calls within the same user group.

Activation charges

- 14.5 We charge you the following for VPN Extension. The applicable activation charge is set out in [Part A – General of the Telstra Mobile section of Our Customer Terms](#). Flexi-Plan

Part J – Enhanced Business Services

Standard is set out in [Part B – Pricing Plans \(no longer available\) of the Telstra Mobile section of Our Customer Terms](#).

VPN Extension Activation Charges			
Activation charge (per A party mobile service)	Applicable activation rates		
	GST excl.	GST incl.	
Access charge (per month, per A party mobile service)	\$10.00	\$11.00	
Minimum call charges (per month per A party mobile service)	\$25.00	\$27.50	
Location based on-net calls	The applicable call charges under Flexi-Plan Standard and for other call types less a 10% discount		
User group on-net calls	The applicable call charges under Flexi-Plan Standard and for other call types less a 5% discount		
Off-net calls	The applicable call charges under Flexi-Plan Standard and for other call types (no discount is applied)		
International roaming calls (where either party is using an international roaming service)	The applicable call charges for an off-net call (see above)		

Alteration and disconnection charges

14.6 We charge you the following whenever a change or move is made, including:

- adding a service to a user group;
- removing a service from a user group (other than by disconnection); and
- moving an A party mobile service from one abbreviated dialling plan to another within the same user group.

Part J – Enhanced Business Services

VPN Extension Alteration and Disconnection	GST excl.	GST incl.
Charge for moves and alterations to the service (each alteration or move)	\$5.00	\$5.50
Minimum charge for moves and alterations requested and occurring at the same time	\$50.00	\$55.00
Disconnection for any reason of an A party mobile service (Disconnection includes a service ceasing to be a Telstra service or ceasing to be included in a user group associated with the customer)	\$100.00	\$110.00

Special meanings

14.7 In this clause:

A party mobile service means a service included as such in a user group.

B party mobile service means a service included as such in a user group.

fixed service means a Telstra fixed service included as such in a user group.

location based (on-net) calls means a call made from an A party mobile service to:

- another A party mobile service within the same user group;
- B party mobile service in the same user group where our network considers that both the A party mobile service and B party mobile service are in the same mobile service area at the time of the call; or
- a Fixed Service included in the same user group where our network considers that the A party mobile service is in a mobile service area corresponding to the standard charging zone in which the fixed service is located.

off-net calls means a call made from an A Party Mobile Service which is not a location based (on-net) call or a user group on-net Call.

user group on-net calls means a call from an A party mobile service in a particular user group (which is not a location based (on net) call) to:

- another A party nobile service in the same user group;
- a B party mobile service in the same user group; or
- a fixed service in the same user group.

Part J – Enhanced Business Services

15. Telstra Mobility Fleet Care Service

What is the Telstra Mobility Fleet Care Service?

- 15.1 A Telstra Mobility Fleet Care Service is a mobile fleet management solution that can provide enhanced service management and support for your mobile services throughout Australia.
- 15.2 Your Telstra Mobility Fleet Care Service can only be used to manage and support the mobile services you connect with us (and that remain connected) in your own name.
- 15.3 Eligible customers can choose one of the following Telstra Mobility Fleet Care Service options:
- (a) Telstra Mobility Fleet Care; or
 - (b) Telstra Mobility Fleet Care Plus.
- 15.4 You may only activate one of the above service options. You must activate the service option that you choose across all of the mobile voice services that you have connected with us.
- 15.5 If you have mobile services other than mobile voice services connected with us, you may activate your chosen service option across those additional mobile services (for example mobile data services). If you choose to activate your service option for additional mobile services, the service option must be activated across all of those additional mobile services that you have connected with us.

Eligibility

- 15.6 Not all customers are eligible for Telstra Mobility Fleet Care or Telstra Mobility Fleet Care Plus.
- 15.7 You are only eligible for a Telstra Mobility Fleet Care Service if you have:
- (a) an ABN, ACN or ARBN; and
 - (b) it is specified in your current agreement with us that you are eligible for a Telstra Mobility Fleet Care Service, or you are a Telstra Business Managed customer and we specifically invite you to take up a Telstra Mobility Fleet Care Plus Service.
- 15.8 To be eligible for Telstra Mobility Fleet Care Plus your mobile services must be exclusively managed by us and not by any third party, including a dealer.
- 15.9 If you ask us, we will tell you if you are only eligible for Telstra Mobility Fleet Care or Telstra Mobility Fleet Care Plus.

Part J – Enhanced Business Services

Telstra Mobility Fleet Care

15.10 If you choose the Telstra Mobility Fleet Care option, your Telstra Mobility Fleet Care Service will consist of the following service components which are each described in more detail below:

- (a) Mobility Help Desk;
- (b) Order Management;
- (c) Mobile Device Repair Management;
- (d) Problem Management;
- (e) Security Management;
- (f) Standard Reporting; and
- (g) the option to receive the Mobility Fleet Managed Bill Reporting System (if you choose to add this service to the Telstra Mobility Fleet Care Service it will be at an additional charge).

as described below.

Telstra Mobility Fleet Care Plus

15.11 If you choose the Telstra Mobility Fleet Care Plus option, your Telstra Mobility Fleet Care Service will consist of the following service components which are each described in more detail below:

- (a) Mobility Help Desk;
- (b) Order Management;
- (c) Mobile Device Repair Management;
- (d) Problem Management;
- (e) Security Management;
- (f) Standard Reporting;
- (g) Enhanced Reporting;
- (h) Dedicated points of contact specific to your organisation; and
- (i) Mobility Fleet Managed Bill Reporting System

as described below.

Part J – Enhanced Business Services

Mobility Help Desk

- 15.12 We will deliver your Telstra Mobility Fleet Care Service via a help desk that you can contact in Australia through your nominated Mobility Help Desk number or through your nominated email address for electronic Mobility Help Desk enquiries (**Mobility Help Desk**).
- 15.13 On request, we will supply a number to you for international calls to the Mobility Help Desk.
- 15.14 The Mobility Help Desk will only take requests for orders and activations from your authorised representative.
- 15.15 Where we believe that there is a genuine emergency or life threatening event, the Mobility Help Desk may activate a service request or order that is not made by your authorised representative. You agree that we may activate a service request in these circumstances. Your authorised representative will be notified if this occurs.
- 15.16 Your end users can make direct requests to the Mobility Help Desk in relation to the following service components:
- (a) Mobile Device Repair Management;
 - (b) Problem Management relating to the end user's mobile device only; and
 - (c) Security Management relating to the end user's mobile device only.
- 15.17 You may log requests with the Mobility Help Desk 24 hours a day 7 days a week. The full range of Mobility Help Desk support will be available in relation to your chosen Telstra Mobility Fleet Care Service during business hours. Outside business hours your Mobility Help Desk will only provide support in relation to the following:
- (a) service barring and unbarring (including for lost and stolen mobile devices);
 - (b) PUK code resets;
 - (c) temporary service suspensions;
 - (d) applying calling diversions;
 - (e) applying international roaming capability and international Messagebank; and
 - (f) initial fault diagnosis for network and mobile device faults.

We will log any other items reported outside business hours and refer those items for further action during business hours on the next business day.

"business hours" has the special meaning set out in clause 15.89 at the end of this section.

- 15.18 If you choose Telstra Mobility Fleet Care Plus we will allocate you:

Part J – Enhanced Business Services

- (a) a 1800 number that is specific to your organisation for calls within Australia. We will answer all calls within Australia to the Mobility Help Desk in your organisation's name; and
- (b) a dedicated email address specific to your organisation for electronic Mobility Help Desk enquiries.

Order Management

- 15.19 We will manage and coordinate your mobile service requests (including orders for new mobile services, activation requests, change requests and disconnection requests) by:
- (a) providing management of your request (including managing the delivery of any mobile devices or accessories ordered by you);
 - (b) processing any completed order forms that you submit to us;
 - (c) liaising with our technical areas as needed;
 - (d) on request, providing you with updates on the status of your request; and
 - (e) confirming completion of your request.
- 15.20 You may order new mobile services, including mobile devices and accessories from us by:
- (a) contacting the Mobility Help Desk by email; or
 - (b) accessing one of our online procurement websites.
- 15.21 You understand that you may only order mobile services (including mobile devices and accessories) available under the approved plans that you have connected with us.
- 15.22 You understand that additional terms and conditions will apply to your use of the online procurement website.
- 15.23 You may select your device configuration requirements from Telstra's standard procedures for the activation of new mobile services (for example, automatic activation of international roaming or automatic barring of calls to 1900 numbers). We will activate your new mobile services according to your selected configuration requirements. You may request changes to the selected configuration requirements.

Mobile Device Repair Management

- 15.24 We will manage the repair and service of your mobile devices.
- 15.25 If you believe that you have a fault with your mobile device, you can contact the Mobility Help Desk.

Part J – Enhanced Business Services

- 15.26 We will undertake a preliminary assessment over the phone. If we cannot fix your mobile device over the phone we will arrange for your device to be returned to us so that we can inspect it.
- 15.27 If we inspect your mobile device and determine that there is no fault, then we may charge you the reasonable costs we have incurred.
- 15.28 If we do find a fault and your mobile device is still under warranty, we will either repair and return it, or replace it.
- 15.29 If we do find a fault, but your mobile device is out of warranty, we will give you an estimate of how much it will cost to repair. If you decide not to proceed we may charge you the reasonable costs we have incurred.
- 15.30 If you decide to proceed with repair of a mobile device that is out of warranty, we will tell you the price for completing the repairs when the repairs are complete.
- 15.31 The time taken for repair and return of phones will differ on a case by case basis.

Problem Management

- 15.32 We will manage and coordinate the resolution of problems relating to your mobile services and/or mobile devices and accessories by:
- (a) providing management of the reported problem;
 - (b) performing problem diagnosis;
 - (c) liaising with our technical areas as needed;
 - (d) on request, providing you with updates on the status of your request; and
 - (e) confirming completion of your request.

Security Management

- 15.33 If one of your mobile devices is lost or stolen, the Mobility Help Desk can arrange network barring. The Mobility Help Desk can also manage the temporary suspension of the affected mobile service and manage the activation and delivery of a replacement SIM card.
- 15.34 If you ask us to, we can also arrange temporary call barring for your mobile service(s), including call barring for international calls.

Standard Reporting

- 15.35 On request, we will provide the following reports to you:

Part J – Enhanced Business Services

- (a) a report which outlines all mobile service connections within your mobile fleet for the preceding month; and/or
- (b) a report which outlines all mobile service disconnections within your mobile fleet for the preceding month; and/or
- (c) a report which provides a directory of your mobile service end users (including names and mobile phone numbers) for the preceding month.

We will confirm the frequency of your reports when you request them from us.

Enhanced Reporting

15.36 If you choose Telstra Mobility Fleet Care Plus, in addition to the Standard Reporting, we will also provide the following reports to you on a monthly basis:

- (a) details of the devices, pricing plans and features that are attached to each service for the preceding month; and
- (b) details of each Mobility Help Desk order and delivery placed by you for the preceding month.

Receiving Reports

15.37 From time to time we will tell you the format and file size for the reports that we provide to you.

15.38 It is your responsibility to ensure that your firewall and file size limits allow for delivery of the reports and that your email inbox has capacity to receive the reports.

Mobility Fleet Managed Bill Reporting System

15.39 If you choose the Mobility Fleet Care Service option, in order to be eligible to add the Mobility Fleet Managed Bill Reporting System, you must be exclusively managed by us and not by any third party, including a dealer.

15.40 The Mobility Fleet Managed Bill Reporting System described below will be available on and from 16 September 2009.

15.41 On request, we will provide you with an online telecommunications bill reporting tool that provides information on your usage of our mobile services and is accessed via the Online Information Management System (**Mobility Fleet Managed Bill Reporting System**). It is comprised of the following three components:

- (a) Bill Reporting;
- (b) Online Information Management System (OIMS); and
- (c) Service Inventory Management (SIM).

Bill Reporting

Part J – Enhanced Business Services

15.42 Bill Reporting is an online bill reporting and analysis tool which allows Users to:

- (a) generate and view standard reports from the Bill Data up to the maximum number of standard bill reports (we will tell you the maximum number of standard bill reports when you request the Mobility Fleet Managed Bill Reporting System); and
- (b) download Bill Data in CSV or Excel format.

15.43 Customised and additional bill reports may also be available at an additional cost.

Online Information Management System (OIMS)

15.44 OIMS is an online web portal which provides:

- (a) access to Bill Reporting and Service Inventory Management;
- (b) a knowledge repository for up to 30 documents. Additional documents can also be stored at an additional cost;
- (c) hosting for additional links to other websites as agreed between you and us; and
- (d) hosting for management reports which we may agree to generate at your request.

Service Inventory Management (SIM)

15.45 SIM is an online inventory management tool that is accessed via the OIMS which:

- (a) contains a list of all services under your Nominated Accounts;
- (b) provides Users with the ability to edit fields such as the inventory list (which details any changes to data held in SIM), service description and installation date, in accordance with system permissions; and
- (c) enables Users to apportion services across several business units/cost centres.

Training

15.46 We will provide online User Mobility Fleet Managed Bill Reporting System training and help which may be accessed by all Users. We can provide additional training, including training on-site, at an additional cost.

Help Desk

15.47 If a User requires assistance with resolving any problems and faults relating to the Mobility Fleet Managed Bill Reporting System, they can contact your Mobility Help Desk during business hours.

Service Planning and Implementation

15.48 To enable us to provide the Mobility Fleet Managed Bill Reporting System, you must, at our request, provide us with:

Part J – Enhanced Business Services

- (a) a complete list of your billing hierarchy and costs centre in an agreed electronic format and any business rules relating to the apportionment of charges against multiple cost centres; and
- (b) all reasonable assistance in relation to the Mobility Fleet Managed Bill Reporting System.

- 15.49 You give us a licence to use any database that you provide in relation to the Mobility Fleet Managed Bill Reporting System for the purpose of providing and improving the Mobility Fleet Managed Bill Reporting System (including developing training programs).
- 15.50 Once you have supplied us with all the necessary information and assistance we require, as set out above, we will meet with you to agree a timetable for implementation of the Mobility Fleet Managed Bill Reporting System, including any additional features or services you require and agreed by us (additional features and services will be subject to additional cost).

Limitations of the Mobility Fleet Managed Bill Reporting System

- 15.51 We will use reasonable efforts to make the Mobility Fleet Managed Bill Reporting System available to you but, subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, do not guarantee that it will be continuous or fault free.
- 15.52 We may provide you with copies of Bill Data in formats advised to you from time to time.
- 15.53 You acknowledge that there may be a delay between an invoice and the receipt of Bill Data by the Mobility Fleet Managed Bill Reporting System. A delay will not extend any payment period set out in an invoice.
- 15.54 You must not rely on the Bill Data and information or reports produced by Mobility Fleet Managed Bill Reporting System. Your charges will be invoiced separately in accordance with the terms of your agreement with us.
- 15.55 The Bill Data and information or reports produced by Mobility Fleet Managed Bill Reporting System may be inaccurate or not up to date (for example, it may not reflect adjustments to your accounts until we have received cleared funds from you, service level credits made to your account, your failure to correct remittance details or a dishonoured payment).

Security and Users

- 15.56 When we transmit data to you electronically we will use secure socket layers with 128 bit encryption and we will keep all Bill Data behind our standard firewall.
- 15.57 We will provide a User ID and Password for each User to enable the User to access the Mobility Fleet Managed Bill Reporting System (User ID and Password).
- 15.58 You must:

Part J – Enhanced Business Services

- (a) nominate a number of Users up to the maximum number of Users (the maximum number of Users is 10). We may provide access to the Mobility Fleet Managed Bill Reporting System for additional Users above the maximum number of Users (an additional fee applies for additional Users nominated by you);
- (b) ensure that the Mobility Fleet Managed Bill Reporting System is used only by Users using a valid User ID and Password allocated to that User;
- (c) ensure that each User keeps their User ID and Password secret, does not send or disclose its User ID or Password to any other person or entity, and does not store it in any form (whether coded or unencoded) in a location where it is capable of being copied, read or used by any other person;
- (d) without limiting the above, keep any computer on which any User ID and Password is stored, physically secure and take all necessary precautions (including, without limitation, when downloading and running third party programs from the Internet) to protect any computer from viruses or programs which might make the User ID and Password on the computer accessible to third parties;
- (e) comply with all our reasonable directions in relation to access and use of the Mobility Fleet Managed Bill Reporting System, including User ID and Password; and
- (f) use the Mobility Fleet Managed Bill Reporting System only for your internal business purposes.

15.59 You are responsible for all use of the Mobility Fleet Managed Bill Reporting System using a User ID and Password, whether by yourself, Users or anyone else.

15.60 You must immediately notify us by calling the Mobility Help Desk if:

- (a) any of your details change;
- (b) a User ceases to be authorised to use the Mobility Fleet Managed Bill Reporting System;
- (c) you become aware that any User ID and Password has been lost, stolen, compromised (including a third party obtaining access to a private key) or becomes known to a third party; or
- (d) you become aware of any unauthorised use of any User ID and Password.

Notice provided by you in accordance with the above does not release you from any of your responsibilities under this clause.

Your obligations

Part J – Enhanced Business Services

- 15.61 You must acquire and maintain, at your cost, all equipment, software and services that you need to use the Mobility Fleet Managed Bill Reporting System. The minimum browser specification to access the Mobility Fleet Managed Bill Reporting System is Microsoft Internet Explorer 6.0. Other browsers are not supported. We may notify you from time to time of updated equipment, software and service requirements and the date from which those new requirements will come into effect.
- 15.62 You must not use, or permit the Mobility Fleet Managed Bill Reporting System to be used:
- (a) in any way contrary to the terms of this clause;
 - (b) by anyone other than Users;
 - (c) for any activities which breach any laws, regulations, industry codes or standards, or infringe any third party rights;
 - (d) to produce reports or information for use by anyone other than yourself; or
 - (e) to access information that does not relate to you.
- 15.63 You must not resell or resupply the Mobility Fleet Managed Bill Reporting System.
- 15.64 We may limit, suspend or cancel the Mobility Fleet Managed Bill Reporting System at any time without notice to you if you breach the above obligations.
- 15.65 To avoid any doubt, Bill Data and any reports provided by us in relation to the Mobility Fleet Managed Bill Reporting System is our Confidential Information.

Fees and charges

- 15.66 We will charge you the following fees and charges for your Telstra Mobility Fleet Care Service:

Part J – Enhanced Business Services

Telstra Mobility Fleet Care Service	Fees and charges (per month, per mobile service)	
	GST excl.	GST incl.
Telstra Mobility Fleet Care	\$0	\$0
Telstra Mobility Fleet Care with Managed Fleet Billing and Reporting System	\$2.00	\$2.20
Telstra Mobility Fleet Care Plus	\$5.00	\$5.50

- 15.67 We will count each separate SIM activated on a Telstra Mobility Fleet Care Service as a separate mobile service. Charges will be applied for each separate mobile service (where charges are applicable).
- 15.68 You understand that the charges for your Telstra Mobility Fleet Care Service are in addition to any fees or charges payable by you for your mobile devices and services.

Change to your Telstra Mobility Fleet Care service option

- 15.69 You can ask us at any time if you would like to change from Telstra Mobility Fleet Care to Telstra Mobility Fleet Care Plus for the remainder of the term of your agreement with us.
- 15.70 We do not have to agree.
- 15.71 If we do agree, the terms and conditions in this section relating to Mobility Fleet Care Plus will apply to your service for the remainder of the term of your agreement with us.

Cancellation and Termination

- 15.72 We may cancel your Telstra Mobility Fleet Care Service on 7 days notice if you do not maintain the eligibility described in 1.7 or 1.8, or as otherwise set out in your agreement with us.
- 15.73 You may cancel your Telstra Mobility Fleet Care Service at any time by giving us 30 days written notice.
- 15.74 If your Telstra Mobility Fleet Care Plus Service is cancelled Early Termination Charges may apply under the terms of your agreement with us.
- 15.75 If your Mobility Fleet Managed Bill Reporting System is cancelled or your Telstra Mobility Fleet Care Service is cancelled (for any reason) you must:
- (a) immediately cease using the Mobility Fleet Managed Bill Reporting System;

Part J – Enhanced Business Services

- (b) immediately delete all User IDs and Passwords and any copies of them that are in your possession and/or control; and
- (c) ensure that each User immediately deletes all copies of all User IDs and Passwords in its possession and/or control.

Service Assurance

- 15.76 We will try, but do not promise, to meet the following service level targets.
- 15.77 The following service level targets will not apply if you order mobile devices, services or activations through any delivery channel other than the Mobility Help Desk.

Service	Service Level Targets
<p>Value Added Service (VAS) activation and SIM card activation on existing customer account (not including delivery or new account creation)</p> <p>For the purpose of this service level target, a value added service is any non-standard mobile service or feature which we can activate at your request.</p>	<p>Activation of VAS and SIM card within</p> <ul style="list-style-type: none"> • 2 hours of the Mobility Help Desk receiving the activation request for Mobility Fleet Care; • 1 hour of the Mobility Help Desk receiving the activation request for Mobility Fleet Care Plus <p>provided that:</p> <ul style="list-style-type: none"> (a) the Mobility Help Desk receives the request by telephone during business hours; (b) you do not request more than 5 value added service activations or new SIM card activations at the same time; (c) the activation request relates to a mobile service that is on an existing Telstra mobile account (i.e. excludes new account creation as part of the SIM activation); (d) you have previously authorised us to activate VAS and SIM cards by telephone; (e) the request is made by your authorised representative; and (f) all Telstra systems necessary for VAS and SIM card activation are available. <p>Note: This service level target only applies to requests received by telephone</p>

Part J – Enhanced Business Services

Service	Service Level Targets
<p>Order entry</p>	<p>For 95% of orders for new mobile devices or accessories:</p> <p>entry of orders within:</p> <ul style="list-style-type: none"> • 4 hours of the Mobility Help Desk receiving the completed email order for Mobility Fleet Care • 2 hours of the Mobility Help Desk receiving the completed email order for Mobility Fleet Care Plus <p>provided that the Mobility Help Desk receives the completed email request by</p> <ul style="list-style-type: none"> • 2pm (AEST) on a business day <p>Note: This service level target only applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>
<p>Mobile device delivery for up to 100 new service connections</p> <p>(For orders of mobile devices and accessories for more than new service connections we will discuss and agree a delivery time with you. This target will not apply.)</p>	<p>For delivery of 95% of new mobile devices</p> <p>Provided the Mobility Help Desk receives your completed email order on a business day before 2.00pm (AEST):</p> <ul style="list-style-type: none"> • Delivery to Metropolitan areas – next business day following receipt of your order. • Delivery to Regional areas – within 2 business days following receipt of your order. • Delivery to Remote areas - within 5 business days following receipt of your order. <p>Note: There are no deliveries on weekends or public holidays. Next day delivery may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p> <p>This service level target only applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>

Part J – Enhanced Business Services

Service	Service Level Targets
<p>Faulty mobile device repairs</p>	<p>For 95% of faulty mobile devices:</p> <p>Repair and delivery</p> <ul style="list-style-type: none"> • in Metropolitan areas – within 11 business days from receipt of your mobile device by the Telstra Repair Centre • in all other areas – within 20 business days from receipt of your mobile device by the Telstra Repair Centre. <p>Note: There are no deliveries on weekends or public holidays.</p> <p>This service level target does not apply if:</p> <ul style="list-style-type: none"> • replacement parts are not available for your mobile device from the mobile device manufacturer; • the Mobility Help Desk determines that your mobile device needs to be returned to the mobile device manufacturer for repair. <p>This service level target only applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>
<p>Installation of in-car kits</p>	<p>Installation during business hours (in the state where installation will take place) only:</p> <ul style="list-style-type: none"> • in Metropolitan areas – within 5 business days following receipt of your order • in all other areas – within 7 business days following receipt of your order <p>provided that the Mobility Help Desk receives the order by email during business hours.</p> <p>This service level target does not apply if you are not available and in attendance at the time of installation.</p> <p>Note: This service level target only applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p> <p>This service level target is subject to the installers having the appointment times free to perform the car kit installs, and is subject to availability of stock.</p>

Part J – Enhanced Business Services

Service	Service Level Targets
Replacement of lost or stolen mobile devices	<p>For delivery of 95% of replacement mobile devices</p> <p>Provided that the help desk receives your order by email on a business day before 2.00pm (AEST):</p> <ul style="list-style-type: none"> • Delivery to Metropolitan areas – next business day following receipt of your order. • Delivery to Regional areas – within 2 business days following receipt of your order. • Delivery to Remote areas - within 5 business days following receipt of your order. <p>Note: There are no deliveries on weekends or public holidays. Delivery within the above timeframes may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p> <p>This service level target only applies to orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>

15.78 The classifications of areas into the categories of Metropolitan, Regional, or Remote areas are defined in the Service Assurance section of Our Customer Terms.

15.79 We will try, but do not promise, to meet the following service level targets for the Mobility Help Desk for each calendar month:

- (a) for Telstra Mobility Fleet Care, 80% of total calls to the Mobility Help Desk during business hours answered within 20 seconds;
- (b) for Telstra Mobility Fleet Care Plus, 90% of total calls to the Mobility Help Desk during business hours answered within 20 seconds; and
- (c) for Telstra Mobility Fleet Care and Telstra Mobility Fleet Care Plus, 80% of total calls to the Mobility Help Desk outside business hours answered within 20 seconds.

Service level rebate for delayed mobile device delivery

15.80 If you have Telstra Mobility Fleet Care Plus and we do not meet at least 95% of the service level target for the delivery of mobile devices for new service connections in any calendar month, you may claim a \$20.00 (GST included) rebate for each order that was not delivered within the relevant delivery time, except where:

Part J – Enhanced Business Services

- (a) the mobile device model requested by you is out of stock or is not available from the manufacturer;
- (b) the mobile device model requested by you has been discontinued;
- (c) we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete;
- (d) we are unable to gain access to your site to deliver the mobile device to you for any reason beyond our reasonable control; or
- (e) our failure to meet the service level is caused by any other act beyond our reasonable control.

15.81 Any order for multiple mobile devices will be considered to be a single order for the purpose of calculating the rebate. Only multiple orders of up to 100 mobile devices are eligible for the rebate.

15.82 The rebate is not applicable if you order mobile devices through any delivery channel other than the Mobility Help Desk.

15.83 To claim a service rebate, you must contact a Telstra Service Executive (or Account Representative) either by telephone or in writing and provide the following details:

- (a) your contact name and address;
- (b) the relevant Telstra account number/national number and/or service Number; and
- (c) the reason for dissatisfaction.

15.84 The Telstra Service Executive (or Account Representative) will send you a form which you must complete and return in order to make your claim.

15.85 If you are entitled to a rebate, you must claim the rebate by returning the claim form within 60 days of ordering the mobile device(s), otherwise you waive your right to claim the rebate.

15.86 If there is a dispute about whether we have failed to meet the service level target for the delivery of mobile devices for new service connections, the parties shall negotiate in good faith to resolve the dispute. If the parties cannot resolve the dispute, we may, on reasonable grounds and in good faith, make a final and binding decision about whether the service level target has been met.

15.87 The rebate will be paid to you in the form of a credit on your bill. We will credit any rebates to your bill in the next available bill cycle. The rebate is not transferable or redeemable as cash.

15.88 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you understand that the rebate is our sole liability for failing to meet the service level target described above.

Part J – Enhanced Business Services

Special meanings

15.89 The following words have the following meanings:

Bill Data means service usage, charges and billing data in relation to your Nominated Accounts.

business day means Monday to Friday, excluding national public holidays.

business hours means 8am to 6pm in the Australian state or territory from which you make contact with the Mobility Help Desk, on business days.

mobile devices mean all mobile devices approved by us for use with the mobile services you have connected with us, including those devices connected to a Telstra Mobile Broadband service.

Nominated Accounts means your accounts with us which you nominate to be included for the purposes of using the Mobility Fleet Managed Bill Reporting System.

User means an individual nominated by you who may access your mobile services with us on your behalf.

16. Whispir Service

What is the Whispir Service?

16.1 The Whispir Service is an Internet based notification service that enables eligible customers to log-on to a web-portal to send and receive messages via multiple media methods (such as SMS, email, mobile data, internet and voice) (**Whispir Service**).

The Whispir Service will enable you to send messages to most communication devices. The media methods and types of communications devices available will depend on the Whispir application services modules you select.

16.2 The Whispir Service consists of the following components:

- (a) a Whispir Platform Software Edition which gives you access to a web portal to send and receive certain messages (**Whispir Platform**);
- (b) certain hosted Whispir application modules (depending on the Whispir Platform Software Edition you purchase with your Whispir Service), as set out in your Application Form or separate agreement with us (**Whispir Applications**);
- (c) the Implementation Services (if any) described in clause 16.21; and
- (d) Platform Services and Enterprise Services (if any) described in clause 16.22; and

Part J – Enhanced Business Services

- (e) Support Services described in clause 16.27.

Eligibility

- 16.3 You are only eligible to use the Whispir Service if you have an ABN, ACN or ARBN.

What do you need to use the Whispir Service?

- 16.4 To access and use the Whispir Service, you will need to have access to the internet.

- 16.5 If you purchased your Whispir Service before 20 November 2020, and you purchased the optional mobile module, then you will need to:

- (a) purchase (or have already purchased) a compatible mobile device from us or a third party, and properly download, install and configure the Whispir mobile application on each compatible mobile device; and
- (b) (except for Users located outside Australia) connect each compatible mobile device (where applicable) to an eligible post-paid Telstra mobile voice plan (most post-paid Telstra Business Mobile plans and default voice plans associated with eligible data packs are eligible) and eligible mobile data plan (or choose to receive packet data from us at the Pay As You Go rate associated with your eligible post-paid Telstra mobile voice plan).

Whispir Platform Service Editions

- 16.6 You may acquire from us one of the following editions of the Whispir Platform (**Whispir Platform Software Editions**) – Light, Business, Essential, Professional, Enterprise and Platinum. If you purchased your Whispir Service before 20 November 2020 you may have acquired the Startup (API) Whispir Platform Software Edition. We only permit one Whispir Platform Software Edition per customer.

Foundation Modules

- 16.7 Your chosen Whispir Platform Software Edition will include various modules as set out in your Application Form or separate agreement with us.

Optional modules & APIs

- 16.8 You may also have the ability to acquire various optional modules and application programming interfaces (**APIs**), to the extent permitted by your Whispir Platform Software Edition, as set out in your Application Form or separate agreement with us. If you have signed up to the Startup (API) (before 20 November 2020) or Light Whispir Platform Software Editions you will not be able to acquire the optional modules and APIs (other than the Additional Contacts, Additional Users and Voice Out modules).

Platform Users and Contacts

- 16.9 The Whispir Platform Software Edition you acquire will entitle you to a certain number of:

Part J – Enhanced Business Services

- (a) specific persons who can login to the Whispir Service and initiate messages (**Platform Users**); and
- (b) specific persons who can receive and respond to messages sent via the Whispir Service (**Contacts**),

as set out in your Application Form or separate agreement with us.

- 16.10 If the Whispir Service is accessed by more Platform Users than you are entitled to under your Whispir Platform Software Edition, you must purchase an additional entitlement for the appropriate number of Platform Users, or upgrade to a Whispir Platform Software Edition that is appropriate for your increased number of Platform Users.
- 16.11 If more Contacts receive and/or respond to messages than are entitled to under the Whispir Platform Software Edition you have acquired, or the number that you have subsequently licenced, you must purchase an additional entitlement for the appropriate number of Contacts.
- 16.12 If you have not complied with clauses 16.10 or 16.11 within 14 days of the relevant increase, you agree that we may upgrade you to the appropriate Whispir Platform Software Edition and/or category of Platform or Contacts, and bill you accordingly.

Access to Whispir Service

- 16.13 The Whispir Applications are hosted by Whispir and a third party platform provider and, other than in relation to specific Whispir Applications or APIs that you are entitled to access and use under your Whispir Platform Software Edition, you will not be provided with any software.
- 16.14 Access to the Whispir Platform is via one of the following:
- (a) Whispir’s website portal (via a web management tool). You will be provided with a username and a password to enable you to access the Whispir Platform;
 - (b) Whispir API access. You will be provided with a token to enable you to access the Whispir Platform. You acknowledge and agree that Whispir API access complies with Oauth 1.0 standard only. We will notify you once the standard is upgraded to Oauth 2.0; or
 - (c) Whispir Single Sign-on Access. You may separately acquire access to the Whispir Platform via a single sign-on access. You will be able to log-in to multiple Whispir applications and websites with one username and password via an identity service provider.

You must ensure that any usernames, passwords, PINs and tokens used to access the Whispir Platform via these three methods are not shared amongst users and are protected from unauthorised use. You must immediately notify us if you become aware of any unauthorised use. We recommend that you implement the eight essential mitigation strategies from the Australian Cyber Security Centre’s “Strategies to Mitigate Cyber Security Incidents” (www.cyber.gov.au/acsc) (or any successor recommendations from

Part J – Enhanced Business Services

the ACSC) as a baseline to access your Whispir Service, including implementing multi-factor authentication.

- 16.15 If you purchased your Whispir Service before 20 November 2020 and you are eligible for, and have elected to purchase, the optional Whispir mobile application module, the mobile application will be distributed to you or your mobile users by Whispir. You must provide to Whispir a list of each mobile user, their mobile number, and the compatible mobile device make and model. Mobile users will be provided with a URL to download the Whispir mobile application module, and a personal identification number (PIN) to access the module.

Account Administrator, Users and Contacts

- 16.16 You must appoint an account administrator to manage the Whispir Service and be your single point of contact in relation to the Whispir Service. You must nominate who your Platform Users and Profile Users (**Users**) are. You are responsible for the use of the Whispir Service by your Users, and any messages sent by your Users, regardless of your relationship with those Users.
- 16.17 You may change the number of Users and the availability of service functionality to Users at any time by using the web management tools. You acknowledge that you are responsible for configuring the Whispir Service for your Users. You are responsible for ensuring that all User information you provide to us in connection with the Whispir Service is accurate and up-to-date.

Licensing of Whispir applications

- 16.18 **For Customers acquiring the Whispir Service before 1 February 2016:** Where you purchase a Whispir Platform Software Edition or Optional API from us, we will grant you the right to obtain a licence from Whispir, for the term of your contract with us, to access, use and install (where relevant) the functionality of that software on the terms of Whispir's end user licence agreement. You must accept Whispir's end user licence agreement via the relevant sign up process when accessing or installing that software. You understand that by accepting the Whispir end user licence agreement you are entering into an agreement with Whispir. You acknowledge that you have no rights or interests in the Whispir applications other than those expressly granted in this section of Our Customer Terms and by Whispir under the Whispir end user licence agreement.
- 16.19 **For Customers acquiring the Whispir Service on or after 1 February 2016:** Where you purchase a Whispir Service Edition or Optional Module/API from us, we will grant you a licence, for the term of your contract with us, to access, use and install (where relevant) the functionality of that software on the terms of this Whispir section of Our Customer Terms. You acknowledge that you have no rights or interests in the Whispir applications other than those expressly granted in this section of Our Customer Terms.
- 16.20 Use of any of software development kit (**SDK**) or API that is made available to you for use with the Whispir Service is governed by the terms of the licence agreement that accompanies or is included with the software, or is stated on the website page(s) accompanying the software. You will not use, download or install any software that is

Part J – Enhanced Business Services

accompanied by or includes a licence agreement unless you agree to the terms of such licence agreement.

Additional Platform and Enterprise Services

- 16.21 When you acquire the Whispir Service, you must also acquire all Whispir Service implementation services marked as ‘required’ for your Whispir Platform Software Edition on your Application Form and/or your separate agreement with us (**Implementation Services**).
- 16.22 If requested by you, we can provide you with other professional services including:
 - (a) other optional Platform implementation, customisation and training services (**Platform Services**); and/or
 - (b) consulting, development and integration services (**Enterprise Services**).
- 16.23 You acknowledge that the Implementation Services, the Platform Services and the Enterprise services will be further described and identified in your Application Form or separate agreement with us.
- 16.24 To the extent any Implementation Services, Platform Services or Enterprise Services are provided to you, the terms and conditions of Part L (Installation, Set-up and Design Services) of the Telstra Mobile section of Our Customer Terms apply to those services.

Support Services – Help Desk

- 16.25 We will provide a help desk (which Whispir will operate on our behalf) that your personnel (who have completed Whispir administrator training) can contact for remote assistance in relation to any faults or problems with your Whispir Service (**Help Desk**). The Help Desk will be available at the times indicated in the table under clause 16.27 below.
- 16.26 Unless we or Whispir advise you otherwise, you can contact the Help Desk as follows:

Calls within Australia: 1300 WHISPIR (1300 944774)
Calls within New Zealand: 0800 WHISPIR (0800 944774)
International calls: +613 9642 8011
Email: support@whispir.com
Internet: www.whispir.com

Support service levels

- 16.27 The Whispir Platform Software Edition you acquire entitles you to either a ‘Basic’ or ‘Standard’ Support service (see your Application Form or separate agreement with us), or for an additional charge you may acquire a ‘Premium’ Support service (**Support Service**). Your Support Service includes the following:

Support service components	Basic Support	Standard Support	Premium Support
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Part J – Enhanced Business Services

Support for faults			
1. Help Desk availability	Online only, 9am to 5pm, on Business Days.	24 hours a day, 7 days a week	24 hours a day, 7 days a week
Additional Support			
2. Number of included “non-fault” additional requests to the Help Desk	0	1 request per month, up to 5 hours per month	15 requests per month, up to 20 hours per month
3. Cost of extra requests above number of included requests to the Help Desk	\$120	\$120	\$60
4. Help Desk included Support times	n/a	9am – 5pm on weekdays (excluding any public holidays)	24 hours a day, 7 days a week
5. Help Desk included support hours	0	5 hours per month	20 hours per month
6. Cost of extra requests outside of included support times (Basic/Standard Support) or in excess of included monthly support hours	\$120	\$120	\$60

- 16.28 You are entitled to an unlimited number of calls to the Help Desk for any issue relating to a fault with the Whispir Platform or API Edition during the hours set out in row 1 of the table above.
- 16.29 You are entitled to a limited number of calls for any requests to the Help Desk that are not related to fault with the Whispir Platform or API Edition during the hours set out in row 4 of the table above.
- 16.30 If you exceed the number of calls you are entitled to in clause 16.28, you will incur an additional charge at the rate set out in that table.
- 16.31 If you sign up to the Business Platform Software Edition you will not be able to acquire Premium Support.
- 16.32 You must not, and must not permit any other person to, attempt to rectify any fault or problem regarding the Whispir Service without our or Whispir’s prior written consent.

Pricing

- 16.33 The charges for the Whispir Service are set out in your Application Form or separate agreement with us, which you complete when applying for the Whispir Service.

Part J – Enhanced Business Services

Additional MSISDNs

- 16.34 We provide you with one mobile service number (MSISDN) to use with your Whispir service as standard. On and from 14 February 2022, you may request, and we may agree to provide, additional MSISDNs for one or more of your services for an additional charge (of which we will notify you at the time of request).
- 16.35 Additional charges will apply for any other telecommunications services used in connection with the Whispir Service, which are provided separately to the Whispir Service. All prices for the Whispir Service are GST exclusive (unless otherwise stated).

Community Program

- 16.36 As part of our Community Program, we may in our sole discretion offer discounts on certain fees and charges to any eligible educational, community and non-profit organisations as set out in the application form.

Multi-Agency Program

- 16.37 For new Whispir Service customers from 1 July 2011, as part of our Multi-Agency Program, we may in our sole discretion offer discounts on certain fees and charges if an entity that is related to you is also a Whispir Service customer, as set out in your Application Form or separate agreement with us.

Term, Termination and Early Termination Charges

- 16.38 The minimum term for your Whispir Service is set out in your Application Form or separate agreement with us.
- 16.39 You acknowledge and agree that Whispir may provide all or part of the Whispir Service, and if our agreement with Whispir ends we may cancel the Whispir Service or we may migrate you to a reasonably comparable alternative service on reasonable notice to you. If we transfer you to a reasonably comparable alternative service and this has more than a minor detrimental impact on you, you may cancel your service without having to pay any early termination charges for that service.
- 16.40 If you cancel, or we cancel as a result of your breach, your Whispir Service during the minimum term for your Whispir Service, we may charge you an early termination charge calculated as follows:

$$\text{ETC} = (\text{A} \times \text{B} \times 65\%) + \text{C}$$

where:

A = the average service charges paid or payable each month by you for your Whispir Service up to the date of cancellation

B = the number of months (or part of a month) remaining in the minimum term for your Whispir Service

Part J – Enhanced Business Services

C = any waived service charges

16.41 You acknowledge and agree that this amount is a genuine pre-estimate of the loss we are likely to suffer as a result of the relevant cancellation of your Whispir Service.

Whispir Applications

16.42 You acknowledge that, unless authorised by Whispir under the Whispir end user licence agreement for Customers acquiring the Whispir Service before 1 February 2016, you must not copy, reproduce or modify the Whispir Applications or create any derivative work from the Whispir Applications, disassemble, decompile or reverse engineer the Whispir Applications or otherwise attempt to gain access to the source code of the Whispir Applications, sell, rent, lease, loan, license, sublicense or otherwise transfer the Whispir Applications to any third party, use the Whispir Applications for any third party training or commercial purposes, make the Whispir Applications available to any other person other than your personnel (being your officers, employees, or contractors) or cause or allow any third party to do any of the above.

Messages

16.43 You acknowledge and agree that:

- (a) a message sent to a group of recipients will be treated as individual messages sent to each of the group's members and charged accordingly;
- (b) messages may not be successfully terminated, or terminated in a timely manner, on a recipient's device (including where messages are sent to recipients subscribed to international telecommunication networks);
- (c) messages are charged based on messages sent, irrespective of whether they have been delivered to or received by the intended recipient;
- (d) in relation to SMS messages:
 - (i) standard charges for sending text messages (SMS) apply. The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile Section of Our Customer Terms.
 - (ii) some reply features insert characters into messages and may extend their length;
 - (iii) SMS message alert, and delivery reports will be charged for on the same basis as other SMS messages;
 - (iv) some SMS features (such as message alerts and delivery timestamps) are network dependent and may not be supported or may only be partially supported on some networks;
 - (v) international SMS may not be available or supported for all destinations. The destinations in respect of which international SMS is available is

Part J – Enhanced Business Services

subject to change from time to time, including for technical reasons or due to changes in applicable regulations in relevant countries. We will notify you of the destinations to which you may send international SMS on request.

- (e) in some circumstances it may not be possible to track all messages sent (for example where this is not supported by a network);
- (f) messages may not be received for reasons, including that the recipient's mobile phone memory is full;
- (g) you cannot send or receive MMS via the Whispir Service;
- (h) all email messages are sent and received in HTML and/or plain text format, and some email features (such as delivery timestamps) may not be supported by all email systems;
- (i) voice messages charges commence when a call is connected. Where call conferencing is used, two concurrent calls are made per recipient, and will be charged as two separate calls.
- (j) neither we, nor Whispir will be liable for any loss or damage caused as a result of delays in the sending of messages or a failure to send, deliver or terminate messages for any reason, except to the extent such a delay in the sending of messages or a failure to send, deliver or terminate messages for any reason is caused or contributed to by our (or our contractors') negligence;
- (k) you must ensure that the sending of a message using the Whispir Service, and the content of such messages, complies with all relevant laws and regulations;
- (l) you must not (and you must ensure that your Users do not) use the Whispir Service to send, receive or transmit any messages that:
 - (i) are for any illegal purpose or contravene any applicable laws, regulations, codes (voluntary or mandatory) or standards, or expose us or Whispir to the risk of any legal or administrative action. In particular, messages must not contain an unsolicited commercial electronic message or marketing message unless the message complies with the requirements of all relevant laws, regulations, codes (voluntary or mandatory) and standards applicable to such messages;
 - (ii) are defamatory, offensive, abusive, indecent, sexually explicit, menacing or harassing or cause damage or injury to any person or property, including any instructions which, if implemented, might cause damage or injury to any person or property;
 - (iii) result in a misuse of a third party's confidential information, or infringe any duty or obligation owed to a third party in contract, tort or otherwise or infringe any third party rights, including intellectual property rights;

Part J – Enhanced Business Services

- (iv) represent that we or Whispir created, endorse, have reviewed, or are in any way involved in the production of the messages;
 - (v) result in the sending of a "virus", "worm" or "trojan" or similar program;
 - (vi) affect the availability of the Whispir Application or causes interference to the normal operation of a telecommunications network or equipment; or
 - (vii) impersonate another person or entity or are misleading or deceptive as to the sender's identity; and
- (m) in relation to Rich Messages:
- (i) you are granted a non-exclusive, worldwide, non-transferable, non-sublicensable limited licence for the term of your agreement with us to use, copy, modify, and create derivative works of any the Rich Messages and Rich Message Templates based on those provided by Whispir, and to send Rich Messages based on those works to end users.

For the purposes of this clause:

“Rich Messages” means tailored messages in the form of an individual web page and/or web application, constructed from the message content, digital media, data and code constructed on a per recipient basis. Rich messages are typically accessed via a URL contained within an SMS, Push notification, Email, Chat, IM, Web, OTT or similar messages and notifications.

“Rich Message Templates” means templates that are created for the purpose of developing, saving and utilising Rich Messages.

- (ii) You grant Telstra and Whispir an exclusive, perpetual, sub-licensable, worldwide, transferable, irrevocable, royalty-free right and license to use, copy, modify, create derivative works of, and distribute to end users any Rich Messages and Rich Message Templates developed by you in using the Whispir Service. These rights include layouts, grids, structures, methods, applications, snippets, Javascript, HTML, scripts, code, mechanics, interactions, formats and similar but explicitly exclude the use of your copyright material (including images, content, data, logos, designs, videos and other digital content included in the Rich Messages).

General

16.44 You acknowledge and agree that:

- (a) you must not use the Whispir Service for any unlawful, abusive or fraudulent purpose or in any way that interferes with Whispir's ability to provide products or services to other customers, or create or use any software programs that automatically activate functions on Whispir's website;

Part J – Enhanced Business Services

- (b) subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we and/or Whispir are not responsible for the storage of data transmitted by you, any device used by you in connection with the Whispir Service, or data entered by you via Whispir's website or the Whispir Application;
- (c) subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, if you download or access any data, information, files or other materials from Whispir's website you do so at your own risk;
- (d) the functionality of, and access to, the Whispir Service may be restricted or affected by the functionality and limitations of our Telstra Mobile Network and the Internet;
- (e) it is your responsibility to ensure that your use of the Whispir Service, including provision of any personal information to us or Whispir (for example, as part of the User and Contact information), complies with your privacy obligations;
- (f) the provision of the Whispir Service relies on third party products and services that may be affected by a range of factors including technical problems and availability issues;
- (g) subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not guarantee that the Whispir Service or the website operated by Whispir will be error-free or operate uninterrupted;
- (h) you must, at your own expense, procure and maintain any hardware and software licenses, permissions and approvals necessary for us to legally supply the Whispir Service;
- (i) you must comply with any Whispir policies applicable to the Whispir Service or your access to the Whispir website (such as an acceptable use policy) that may be introduced by Whispir from time to time and published on the Whispir website. In particular, you must comply with Whispir's general network policies (including the Acceptable Use Policy published at <http://whispir.com/acceptable-use>), and Data Retention Policy published at <http://whispir.com/data-retention-policy>);
- (j) you must comply with any reasonable instructions from us or Whispir in relation to maintaining the Whispir Service (including complying with instructions published at <http://whispir.com/acceptable-use>);
- (k) you have obtained all necessary consents, licences, permits and approvals to receive and use the Whispir Service and to comply with your obligations in these terms.
- (l) you must not resell or make the Whispir Service available to any third party without Whispir's consent;
- (m) subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we and/or Whispir are not responsible to the extent the unavailability of the Whispir Service is due to:

Part J – Enhanced Business Services

- (i) failure of your owned and/or maintained equipment and/or infrastructure, including your data or materials;
 - (ii) you providing inaccurate or incomplete information;
 - (iii) failure of any third party services (other than services provided by our contractors) used by the Customer in conjunction with the Whispir Service (including internet and telecommunications services); and/or
 - (iv) where the Customer, its employees, agents and subcontractors do not utilise the Whispir Service in accordance with instructions published by Whispir at <http://whispir.com/acceptable-use>.
- (n) subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we and/or Whispir are not responsible for any third party content (other than content provided by our contractors) offered or made available or accessible by the Whispir Service and are not liable for any loss suffered or incurred by your reliance on or use of such third party content offered or made available or accessible by using the Whispir Service, except to the event giving rise to the loss was caused or contributed to by our (or our contractors’) negligence or breach of contract.

Security of data

16.45 You acknowledge that you are responsible for the security, accuracy and integrity of the data transmitted by you to the Whispir Service, and that data transmitted over our Telstra Mobile Network using the Whispir Service may be intercepted by third parties without our knowledge (or the knowledge of Whispir).

Activation Time

16.46 We will aim to fulfil your request for access to the Whispir Platform within our specified activation time (**Activation Time**). The Activation Time is measured from the time Whispir acknowledges receipt of your request until the time that functionality of the Whispir Platform is available from an Internet enabled computer, but excludes any delays caused by you or due to unusual conditions or activation parameters notified by Whispir.

Service Availability

16.47 We will aim to meet the Whispir Platform availability targets (**Availability Targets**) set out below, which depend on the particular support option you select:

Availability category	Description	Basic Support Availability Target	Standard Support Availability Target	Premium Support Availability Target
Whispir Core Network	The minimum availability target for the Whispir Platform. Considered available when a connection can be made from a properly Internet	n/a	99.50%	99.95%

Part J – Enhanced Business Services

	enabled and connected device to the Whispir Platform.			
Whispir Messaging Gateway	The availability of the messaging connections utilised to provide the carriage of messages sent using the Whispir Platform.	n/a	99.50%	99.95%

16.48 If we do not meet an Availability Target, you may be entitled to the applicable Service Level credit. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not otherwise liable to you for any failure to meet an Availability Target.

16.49 Service availability is calculated on a calendar month basis as follows:

$((A-B) \text{ divided by } A) \times 100$ expressed as a percentage

Where:

"A" = Total time over the month.

"B"= Total unavailable time for the same month

16.50 In calculating, “total unavailable time”, the following is excluded:

- (a) planned outages;
- (b) faults reported by you in relation to the Whispir Service where no fault is found or confirmed by Whispir;
- (c) time where we or Whispir cannot gain access to your equipment (if required) for the purpose of fault rectification for any reason beyond our or Whispir’s control;
- (d) time where your staff are inaccessible to confirm Whispir Service operation after clearance of a fault;
- (e) time taken by you to confirm the Whispir Service’s operation after clearance of a fault by us or Whispir; and
- (f) time where faults or interruptions are caused by events beyond our or Whispir’s reasonable control.

Response and restoration times

16.51 If you become aware of a Severity 1 or 2 fault, you must call the relevant Help Desk support number. If you become aware of a Severity 3 fault, you should email as much detail as possible to the Help Desk support email address (support@whispir.com) and follow up with a call to the relevant Help Desk support number if required.

Part J – Enhanced Business Services

16.52 If you require assistance with a Severity 4 fault, you should email the Help Desk support email address (support@whispir.com).

16.53 We will aim to achieve the following ‘Response’ and ‘Restoration’ times, which are dependant on the Support Service option you select.

Severity Levels	Response Time			Restoration Time		
	Basic Support	Standard Support	Premium Support	Basic Support	Standard Support	Premium Support
Severity 1	N/A	4 hours	1 hour	N/A	24 hours	4 hours
Severity 2	N/A	8 hours	2 hours	N/A	72 hours	12 hours
Severity 3	N/A	16 hours	4 hours	N/A	5 business days	24 hours
Severity 4	N/A	3 business days	8 hours	N/A	N/A	N/A

*Defined terms relevant for this table are:

Response Time: the time taken for Whispir to contact you to acknowledge a fault or inquiry. For faults, the ‘Response time’ is measured from when you have provided Whispir all information necessary for Whispir to confirm the existence of a fault.

Restoration Time: the time taken to restore the functionality of the Whispir Service that is affected by a fault to normal operation, or for Whispir to provide a temporary work-around that enables normal use of the affected functionality. The ‘Restoration time’ is measured from when you have provided Whispir all information necessary for Whispir to confirm the existence of a fault.

Severity 1: an existing service is ‘down’ or there is a critical impact to your business operation.

Severity 2: operation of an existing service is severely degraded.

Severity 3: operational performance of the Whispir Service is impaired while most business operations remain functional.

Severity 4: you require information or assistance on the Whispir Application capabilities, installation or configuration. There is little or no impact on your business operation.

Part J – Enhanced Business Services

Service Level Credits

- 16.54 You may apply for a credit in relation to a failure to meet the Activation Time, an Availability Target, a Response or Restoration Time (each a **Service Level**).
- 16.55 Service Level credits will be calculated as a percentage (according to the table below) of your recurring monthly charges in respect of the portion of the Whispir Service (eg particular module) directly affected by the failure for the calendar month in which the failure occurred. In the case of a failure to meet the Activation Time, the credit will apply to the first full monthly charge. Unless we notify you otherwise, any Service Level credit payable will be applied to your next monthly charges (provided the Credit Claim Request referred to below has been received and processed in time).

	Service Level Credit			
	0%	5%	10%	25%
Activation Time				
Activation Time	0-3 Business Days	3-4 Business Days	4-10 Business Days	>10 Business Days
Response Time and Restoration Time				
Response Time	Within scale	1 scale down*	2 scales down*	>2 scales down*
Restore Time	Within scale	1 scale down*	2 scales down*	>2 scales down*
Availability Target				
Whispir Core Network – Premium support	100-99.95%	99.949-99.5%	99.49-99.0%	<99.0%
Whispir Core Network – Standard support	100-99.50%	98.49-98.0%	97.99-97.5%	<97.5%
Whispir SMS Centre – Premium support	100-99.95%	99.949-99.5%	99.49-99.0%	<99.0%
Whispir SMS Centre – Standard support	100-99.50%	98.49-98.0%	97.99-97.5%	<97.5%

***Within scale** is the target Response or Restoration Time corresponding to the applicable Severity Level and your selected Support service option. For example, if a

Part J – Enhanced Business Services

Severity 1 fault is responded to within the Severity 1 Response Time corresponding to your selected Support service level it would be 'Within scale'. If it was responded to after the Severity 1 Response Time but:

- (a) within the Severity 2 Response Time, it would be '1 scale down';
- (b) within the Severity 3 Response Time, it would be '2 scales down'; or
- (c) within the Severity 4 Response Time, it would be '>2 scales down'.

16.56 To apply for a Service Level credit you must submit a 'Credit Claim Request' form to us within 28 days of the end of the month to which the claim relates. We will provide a 'Credit Claim Request' form on request.

16.57 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, our sole liability for failing to meet a Service Level is the applicable Service Level credit.

16.58 You will not be entitled to a Service Level credit where the failure to meet a Service Level is due to:

- (a) a cause beyond our or Whispir's reasonable control;
- (b) your use of the Whispir Service other than in accordance with directions and instructions provided by us or Whispir;
- (c) your provision of inaccurate or incomplete information to us or Whispir;
- (d) the performance issues of any connecting carriage services used in connection with the Whispir Service; or
- (e) your actions, equipment or infrastructure, or actions, equipment, infrastructure or services provided by anyone other than us or Whispir, including:
 - (i) acts of your employees, agents, subcontractors, customers, suppliers or licensees;
 - (ii) inter-operability of your systems and infrastructure (including internet browsers and email applications) with the Whispir applications;
 - (iii) interaction with other service providers, networks, users or informational or computing resources; or
 - (iv) performance issues caused elsewhere on the Internet or other telecommunications networks.

Customers prior to 7 May 2013

16.59 If you were a customer prior to 7 May 2013:

Part J – Enhanced Business Services

- (a) Telstra will continue to support any of the following APIs that you had purchased prior to that date, at the following rates:
 - (i) Multichannel API: a web services API for invoking multi-channel, provided free of charge; and
 - (ii) SMS API: an API providing a range of API options for invoking SMS messages from third party applications, provided at \$1,045 per month.
- (b) you are entitled to retain the number of Platform Users and Profile Users that you had on 7 May 2013.

Privacy and Customer Data

- 16.60 You acknowledge that Whispir will collect, use and disclose your personal information in accordance with its privacy statement found at <http://whispir.com/privacy-policy> and the applicable privacy laws.
- 16.61 Notwithstanding any other provision of this Agreement, both Whispir and you must at all times comply with applicable privacy laws in relation to personal information. If you are a small business operator under the *Privacy Act 1988* (Cth), then you agree to choose to be treated as an organisation bound by the Privacy Act in accordance with Section 6EA of the Privacy Act during the term of your agreement with us.
- 16.62 You will retain all intellectual property rights in your Customer Data. You grant us and Whispir, a royalty-free, non-exclusive, non-transferable licence to use the Customer Data only for the purposes of providing the Whispir Service and services.

For the purposes of this clause, **Customer Data** means all data (including messages, mobile phone numbers, RSS feeds, web pages, web links, data feeds from internal and external systems and the identification of senders and recipients), information, text, drawings or other materials which are embodied in any electronic or tangible medium, and which are distributed by you via the Whispir Service or are otherwise made available by you to Whispir or which Whispir is required to generate, collect, process, archive, store and/or transmit in providing the Whispir Service services to you.

Definitions

- 16.63 In this clause 16, unless indicated otherwise:

Activation Time has the meaning given to it in clause 16.46.

Availability Targets has the meaning given to it in clause 16.47.

APIs has the meaning given to it in clause 16.8.

Contacts has the meaning given to it in clause 16.9(b).

Enterprise Services has the meaning given to it in clause 16.22(b).

Part J – Enhanced Business Services

Help Desk has the meaning given to it in clause 16.25.

Implementation Services has the meaning given to it in clause 16.21.

Platform Services has the meaning given to it in clause 16.22(a).

Platform Users has the meaning given to it in clause 16.9(a).

SDK has the meaning given to it in clause 16.20.

Service Level has the meaning given to it in clause 16.54.

Support Service has the meaning given to it in clause 16.27.

Users has the meaning given to it in clause 16.16.

Whispir means Whispir Australia Pty Ltd.

Whispir Applications has the meaning given to it in clause 16.2(a).

Whispir Platform has the meaning given to it in clause 16.2.

Whispir Platform Software Editions has the meaning given to it in clause 16.6.

Whispir Service has the meaning given to it in clause 16.1.

17. Enterprise Mobility Managed Service

Enterprise Mobility Managed Service is not available to customers who sign a new Enterprise Mobility Managed Service agreement on and from 1 February 2014, unless otherwise agreed).

- 17.1 From 10 October 2017, the Enterprise Mobility Managed Service (EMMS) terms have been relocated to Part K – Enterprise Mobility Management, located at <https://www.telstra.com.au/customer-terms/business-government#telstra-mobile>.

18. Enterprise Mobility Managed Service 2

Enterprise Mobility Managed Service 2 is only available to customers who sign a new Enterprise Mobility Managed Service 2 agreement on and from 1 February 2014, unless otherwise agreed).

- 18.1 From 10 October 2017, the Enterprise Mobility Managed Service 2 (EMMS 2) terms have been relocated to Part K – Enterprise Mobility Management, located at <https://www.telstra.com.au/customer-terms/business-government#telstra-mobile>.

19. Telstra Managed Mobiles Solution Service

Note: From 15 April 2016, the Telstra Managed Mobile Solution Service will no longer be offered to Telstra Customers. The Telstra Mobility Helpdesk Service will

Part J – Enhanced Business Services

be offered instead. See Clause 20 of this Part J – Enhanced Business Services of the Telstra Mobile section of Our Customer Terms.

What is the Telstra Managed Mobiles Solution Service?

19.1 The Telstra Managed Mobiles Solution Service can provide enhanced service management and support in Australia for Telstra-approved mobile devices (“**Eligible Devices**”) that have an internet connection through an eligible Telstra mobile data plan (such as a GPRS, 3G or Next G^o network connection) as approved by us from time to time (“**Eligible Service**”).

Eligibility

19.2 Not all customers are eligible for the Telstra Managed Mobiles Solution Service.

19.3 You are only eligible for Telstra Managed Mobiles Solution Service if:

- (a) you have an ABN, ACN or ARBN;
- (b) you are specifically invited by us to take up a Telstra Managed Mobiles Solution Service;
- (c) you connect, and keep connected, at least 50 mobile services on your Telstra Account;
- (d) your mobile services must be exclusively managed by us and not by any third party, including a dealer; and
- (e) you have installed and configured a server (physical or virtual) running Windows 2008 or later that can connect to your Active Directory ready for integration with the Telstra Mobile Device Management platform.

19.4 The Telstra Managed Mobiles Solution service will only work when Eligible Devices are turned on, in the Eligible Service's coverage area and connected to the internet.

19.5 You and each intended user of the Telstra Managed Mobiles Solution Service (“**User**”) must have an Eligible Device as determined by us. Not all devices are compatible with the Telstra Managed Mobiles Solution. Data cards, WiFi only devices and modems are not Eligible Devices. A full list of Eligible Devices are those listed as “T-MDM Compatible” at <http://www.telstra.com/enterpriseclassedevices>.

19.6 Your Telstra Managed Mobiles Solution Service can only be used to manage and support the Eligible Devices you connect with us on an Eligible Service (and that remain connected) in your own name.

19.7 If you have Eligible Services other than mobile voice services connected with us, you may activate your chosen service option across those additional Eligible Services (for example mobile data services). If you choose to activate your service option for additional Eligible Services, the service option must be activated across all of those additional additional Eligible Services that you have connected with us.

Part J – Enhanced Business Services

19.8 You can not take up a Telstra Managed Mobiles Solution Service if you have an existing Telstra Mobility Fleet Care Plus Service or a Telstra Mobile Device Management Plan. If you have an existing Mobile Connect Data Plan, you can take up a Telstra Managed Mobile Solution Service but if you do, you agree that will not receive the benefit of the Telstra Mobile Device Management Plan included with your Mobile Connect Data Plan.

Cancellation and Termination

19.9 We may cancel your Telstra Managed Mobiles Solution Service on 7 days notice if you do not maintain the eligibility described in clause 19.3, or as otherwise set out in your agreement with us.

19.10 You may cancel your Telstra Managed Mobiles Solution Service at any time by giving us 30 days written notice.

19.11 If your Telstra Managed Mobiles Solution Service is cancelled (for any reason):

- (a) we will automatically un-enroll all Eligible Devices connected to the Telstra Mobile Device Management (**T-MDM**) platform and delete all of your and your User's data including user information, devices, applications, content, and settings. You are responsible for saving your data; and
- (b) you must:
 - (i) immediately cease using the Mobility Fleet Managed Bill Reporting System; and
 - (ii) immediately delete all User IDs and Passwords and any copies of them that are in your possession and/or control.

Fees and charges

19.12 We will charge you \$13.00 (GST incl.) per month per mobile service on your Telstra Account for your Telstra Managed Mobiles Solution Service (“**MMS Fee**”).

19.13 You must also pay a once off set up fee of \$700 (GST incl.) for the Telstra Managed Mobiles Solution Service. This set up fee includes us:

- (a) integrating the T-MDM platform with your Active Directory. You must first ensure that you have configured a server (physical or virtual) running Windows 2008 or later that can connect to your Active Directory ready for integration with the T-MDM platform;
- (b) setting up up to four profiles (the company policy defined by you that determines the settings and features of each Eligible Device for the T-MDM Platform) for each Eligible Device. If you require additional profiles, a fee of \$100.00 (GST incl.) per profile will apply;
- (c) creating and uploading an Apple Push Notification Service certificate;

Part J – Enhanced Business Services

- (d) configuring system generated messages, such as enrolment message, enrolment terms of use and compliance messages;
- (e) configuring device agent settings to support GPS;
- (f) enabling and configuring telecom management features to assist you monitor data usage;
- (g) setting up your enterprise application store; and
- (h) setting up compliance policies for compromise status, applications, roaming and data usage.

19.14 Setup does not include:

troubleshooting device settings or applications; or

- (a) any integration with your company systems other than Active Directory eg Secure Email Gateway and Mobile Access Gateway.

19.15 Before you can use Telstra Managed Mobiles Solution, you must complete a spreadsheet which will define your requirements and how we will setup the T-MDM platform for you. We will supply you with this spreadsheet and explain the information required from you.

19.16 The charges for your Telstra Managed Mobiles Solution Service are in addition to any fees or charges payable by you for your mobile devices and services.

19.17 The Telstra Managed Mobiles Solution Service will be automatically applied to all mobile services on your Telstra Account, including any new services you take up. We will count each separate SIM activated on a Telstra Managed Mobiles Solution Service as a separate mobile service. The MMS Fee will be applied for each separate mobile service on your Telstra Account.

19.18 We may, without notice to you, increase or decrease the MMS Fee each month according to the number of mobile services you have on your Telstra Account.

19.19 For the use of the Telstra Managed Mobiles Solution service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

Your responsibilities when using the Telstra Managed Mobiles Solution Service

19.20 You must nominate a person who has the authority to contact us in relation to your Telstra Managed Mobiles Solution, and make requests for orders, activations and changes (“**nominated representative(s)**”). You must provide proof that your nominated person(s) are your nominated representative(s) and have the authority to remotely manage your Users’ Eligible Devices in all respects. You agree that you are responsible for any changes your nominated representative(s) ask us to make.

Part J – Enhanced Business Services

- 19.21 We will have access to the content stored on each Eligible Device including the private information of your Users and third parties, such as mobile numbers, applications on devices, information stored on the Eligible Device, a record of data usage, names, email addresses and locations. We and our partners may use and disclose information about you and your Users in accordance with Telstra's Privacy Statement located at http://www.telstra.com.au/privacy/privacy_statement.html. You must inform each User of the information we will have access to and how we may use and disclose it.
- 19.22 You consent to us and our related bodies corporate accessing, using and disclosing the private information of your Users and third parties to enable us to provide the Managed Mobiles Solution Service to you.
- 19.23 You agree to procure the consent of your Users for us to access, use and disclose the private information of your Users and third parties to enable us to provide the Managed Mobiles Solution Service to you.
- 19.24 You and each of your individual Users must not engage in conduct which is unlawful, fraudulent or negligent while using the Telstra Managed Mobiles Solution Service. You are responsible for the conduct of your nominated representative(s) and each User, or any other user, who uses the Telstra Managed Mobiles Solution.

Overview of the Telstra Managed Mobiles Solution Service

- 19.25 The Telstra Managed Mobiles Solution Service is a mobile fleet management solution. We will provide enhanced service management and support for your Eligible Services throughout Australia.
- 19.26 The available features and functions of the Telstra Managed Mobiles Solution service may vary depending on:
 - (a) whether you have purchased your Eligible Device from Telstra **Telstra Eligible Device**); and
 - (b) the type of Eligible Device that is used. Some of the features of the Telstra Managed Mobiles Solution service may include us remotely monitoring your devices, changing settings on devices, installing software on devices and sending messages to devices. Not all features/functions are compatible with all Eligible Devices. Features/functions may be enhanced over time. You should check the feature matrix on www.telstra.com/tmdm for details on supported features/functions.
- 19.27 The Telstra Managed Mobiles Solution Service includes the features set out in following table:

Feature	Description	Availability (subject to clause 19.26(b))

Part J – Enhanced Business Services

<p>Mobility Help Desk</p>	<p>We will deliver your Telstra Managed Mobiles Solution Service via a help desk that you can contact in Australia through your nominated Mobility Help Desk number or through your nominated email address for electronic Mobility Help Desk enquiries (Mobility Help Desk).</p> <p>More detail about Mobility Help Desk feature is included below.</p>	<p>Available for Eligible Services</p> <p>Assistance may be limited for non-Telstra Eligible Devices</p>
<p>Mobile Device Management</p>	<p>Mobile Device Management includes:</p> <ul style="list-style-type: none"> (a) the setup of your company policies on the T-MDM platform; (b) the enrolment of Eligible Devices on the T-MDM platform - we will work with you to define how your employees will enrol Eligible Devices into the T-MDM platform and assist your employees who are having problems enrolling devices during business hours; and (c) technical support and management of settings on your Telstra Eligible Devices by us using the T-MDM portal powered by AirWatch. 	<p>Available for Eligible Services</p> <p>Enrolment may not be available for non-Telstra Eligible Devices</p> <p>Technical support and management of settings may not be available for non-Telstra Eligible Devices.</p>
<p>Order Management</p>	<p>We will manage and coordinate your mobile service requests (including orders for new mobile services, activation requests, change requests and disconnection requests) by:</p> <ul style="list-style-type: none"> (d) providing management of your request (including managing the delivery of any mobile devices or accessories ordered by you); (e) processing any completed order forms that you submit to us; (f) liaising with our technical areas as needed; (g) on request, providing you with updates on the status of your request; and (h) confirming completion of your request. <p>You may order new mobile services, including mobile devices and accessories from us by contacting the Mobility Help Desk by email.</p> <p>More detail about the Order Management feature is included below.</p>	<p>You may only order mobile services (including mobile devices and accessories) available under the approved plans that you have connected with us.</p> <p>You may select your device configuration requirements from Telstra's standard procedures for the activation of new mobile services (for</p>

Part J – Enhanced Business Services

		example, automatic activation of international roaming or automatic barring of calls to 1900 numbers). We will activate your new mobile services according to your selected configuration requirements. You may request changes to the selected configuration requirements.
Mobile Device Repair Management	We will manage the repair and service of Eligible Devices that you have purchased from Telstra (Telstra Eligible Device). The Telstra Managed Mobiles Solution Service does not include the repair or service of Eligible Devices that are not Telstra Eligible Devices.	Available for Telstra Eligible Devices only
Problem Management	We will manage and coordinate the resolution of problems relating to your Eligible Services and/or Telstra Eligible Devices and accessories by: <ul style="list-style-type: none"> (i) providing management of the reported problem; (j) performing problem diagnosis; (k) liaising with our technical areas as needed; (l) on request, providing you with updates on the status of your request; and (m) confirming completion of your request. 	Available for Telstra Eligible Devices only
Security Management	If one of your Telstra Eligible Devices is lost or stolen, the Mobility Help Desk can arrange network barring and or lock or wipe a Telstra Eligible Device if it is connected to the internet. The Mobility Help Desk can also manage the temporary suspension of the affected Telstra Eligible Devices and manage the activation and delivery of a replacement SIM card.	Available for Telstra Eligible Devices only

Part J – Enhanced Business Services

	If you ask us to, we can also arrange temporary call barring for your Telstra Eligible Devices(s), including call barring for international calls.	
Standard reporting	<p>On request, we will provide the following reports to you:</p> <ul style="list-style-type: none"> (n) a report which outlines all mobile service connections within your mobile fleet for the preceding month; and/or (o) a report which outlines all mobile service disconnections within your mobile fleet for the preceding month; and/or (p) a report which provides a directory of your mobile service Users (including names and mobile phone numbers) for the preceding month. <p>We will confirm the frequency of your reports when you request them from us.</p>	Available for Eligible Services
Enhanced reporting	<p>In addition to Standard Reporting, we will also provide the following reports to you on a monthly basis:</p> <ul style="list-style-type: none"> (q) details of the devices, pricing plans and features that are attached to each service for the preceding month; (r) details of each Mobility Help Desk order and delivery placed by you for the preceding month; and (s) details of all Eligible Devices being managed on the T-MDM platform and the status of those Eligible Devices. 	<p>Available for Eligible Services</p> <p>Reporting for non-Telstra Eligible Devices may not be available.</p>
Mobility Fleet Managed Bill Reporting System	<p>On request, we will provide you with an online telecommunications bill reporting tool that provides information on your usage of Eligible Services and is accessed via the Online Information Management System (Managed Bill Reporting System). It is comprised of the following three components:</p> <p>Bill Reporting;</p> <ul style="list-style-type: none"> (t) Online Information Management System (OIMS); and (u) Service Inventory Management (SIM). <p>More detail about these components is below.</p>	Available for Eligible Services

Part J – Enhanced Business Services

Mobility Help Desk

19.28 We will allocate you:

- (a) a 1800 number that is specific to your organisation for calls within Australia. We will answer all calls within Australia to the Mobility Help Desk in your organisation's name; and
- (b) a dedicated email address specific to your organisation for electronic Mobility Help Desk enquiries.

19.29 On request, we will supply a number to you for international calls to the Mobility Help Desk.

19.30 The Mobility Help Desk will only take requests for orders and activations from your nominated representative. We may require that your nominated representative confirm certain requests in writing.

19.31 If we believe that there is a genuine emergency or life threatening event, the Mobility Help Desk may activate a service request or order that is not made by your nominated representative. You agree that we may activate a service request in these circumstances. Your nominated representative will be notified if this occurs.

19.32 Your Users can make direct requests to the Mobility Help Desk in relation to the following service components:

- (a) Mobile Device Repair Management in relation to Telstra Eligible Devices;
- (b) Problem Management relating to the User's Telstra Eligible Device only; and
- (c) Security Management relating to the User's Telstra Eligible Device only.

19.33 You may log requests with the Mobility Help Desk 24 hours a day 7 days a week. The full range of Mobility Help Desk support will be available in relation to your Telstra Managed Mobiles Solution Service during business hours. During business hours, the Mobility Help Desk will provide support in relation to:

- (a) enrolling and un-enrolling Eligible Devices;
- (b) installing approved company applications (but not the configuration of these applications);
- (c) resolving problems with T-MDM features/functions not working as designed;
- (d) smartphone/tablet device connectivity;
- (e) locking and wiping Eligible Devices;

Part J – Enhanced Business Services

- (f) making adds, moves and changes to company policies on the T-MDM platform; and
- (g) troubleshooting integration problems with the T-MDM platform and Active Directory.

19.34 Outside business hours your Mobility Help Desk will only provide support in relation to the following:

- (a) service barring and unbarring (including for lost and stolen Telstra Eligible Devices);
- (b) PUK code resets;
- (c) temporary service suspensions;
- (d) applying calling diversions;
- (e) applying international roaming capability and international Messagebank;
- (f) initial fault diagnosis for network and mobile device faults; and
- (g) faults and connectivity issues with the T-MDM platform; and
- (h) troubleshooting platform and connectivity faults impacting on the usability of Telstra Eligible Devices.

We will log any other items reported outside business hours and refer those items for further action during business hours on the next business day.

business hours means 8am to 6pm in the Australian state or territory from which you make contact with the Mobility Help Desk, on business days.

19.35 The following support is not included with the Telstra Managed Mobiles Solution Service:

- (a) training or demonstrations;
- (b) support for devices that do not have an Eligible Plan or a Telstra Managed Mobiles Solution Service attached, or in some cases, where the device is not a Telstra Eligible Device;
- (c) customer purchased equipment configuration;
- (d) third party software configuration or troubleshooting; and
- (e) customer/third party settings on the devices that are not working.

Part J – Enhanced Business Services

19.36 If you use an Eligible Device overseas then we may only be able to provide limited support to you.

Mobile Device Repair Management for Telstra Eligible Devices

19.37 If you believe that you have a fault with your Telstra Eligible Device, you can contact the Mobility Help Desk.

19.38 We will undertake a preliminary assessment over the phone. If we cannot fix your Telstra Eligible Device over the phone we will arrange for your device to be returned to us so that we can inspect it.

19.39 If we inspect your Telstra Eligible Device and determine that there is no fault, then we may charge you the reasonable costs we have incurred.

19.40 If we do find a fault and your Telstra Eligible Device is still under warranty, we will either repair and return it, or replace it.

19.41 If we do find a fault, but your Telstra Eligible Device is out of warranty, we will give you an estimate of how much it will cost to repair. If you decide not to proceed we may charge you the reasonable costs we have incurred.

19.42 If you decide to proceed with repair of a Telstra Eligible Device that is out of warranty, we will tell you the price for completing the repairs when the repairs are complete.

19.43 The time taken for repair and return of Telstra Eligible Devices will differ on a case by case basis.

Receiving Standard and Enhanced Reports

19.44 From time to time we will tell you the format and file size for the reports that we provide to you. It is your responsibility to ensure that your firewall and file size limits allow for delivery of the reports and that your email inbox has capacity to receive the reports.

Managed Bill Reporting System

19.45 On request, we will provide you with an online telecommunications bill reporting tool that provides information on your usage of Eligible Services and is accessed via the Online Information Management System (**Managed Bill Reporting System**). It is comprised of the components listed in the table below.

Part J – Enhanced Business Services

<p>Bill Reporting</p>	<p>Bill Reporting is an online bill reporting and analysis tool which allows Users to:</p> <ul style="list-style-type: none"> (a) generate and view standard reports from the Bill Data up to the maximum number of standard bill reports (we will tell you the maximum number of standard bill reports when you request the Managed Bill Reporting System); and (b) download Bill Data in CSV or Excel format. <p>Customised and additional bill reports may also available at an additional cost.</p>
<p>Online Information Management System (OIMS)</p>	<p>OIMS is an online web portal which provides:</p> <ul style="list-style-type: none"> (c) access to Bill Reporting and Service Inventory Management; (d) a knowledge repository for up to 30 documents. Additional documents can also be stored at an additional cost; (e) hosting for additional links to other websites as agreed between you and us; and (f) hosting for management reports which we may agree to generate at your request.
<p>Service Inventory Management (SIM)</p>	<p>SIM is an online inventory management tool that is accessed via the OIMS which:</p> <ul style="list-style-type: none"> (g) contains a list of all services under your nominated Telstra accounts; (h) provides Users with the ability to edit fields such as the inventory list (which details any changes to data held in SIM), service description and installation date, in accordance with system permissions; and (i) enables Users to apportion services across several business units/cost centres.

19.46 We will provide online User Managed Bill Reporting System training and help which may be accessed by all Users. We can provide additional training, including training on-site, at an additional cost.

19.47 If a User requires assistance with resolving any problems and faults relating to the Managed Bill Reporting System, they can contact the Mobility Help Desk during business hours.

19.48 To enable us to provide the Managed Bill Reporting System, you must, at our request, provide us with:

Part J – Enhanced Business Services

- (a) a complete list of your billing hierarchy and costs centre in an agreed electronic format and any business rules relating to the apportionment of charges against multiple cost centres; and
 - (b) all reasonable assistance in relation to the Managed Bill Reporting System.
- 19.49 You give us a licence to use any database that you provide in relation to the Managed Bill Reporting System for the purpose of providing and improving the Managed Bill Reporting System (including developing training programs).
- 19.50 Once you have supplied us with all the necessary information and assistance we require, as set out above, we will meet with you to agree a timetable for implementation of the Managed Bill Reporting System, including any additional features or services you require and agreed by us (additional features and services will be subject to additional cost).
- 19.51 We will use reasonable efforts to make the Managed Bill Reporting System available to you but do not guarantee that it will be continuous or fault free.
- 19.52 We may provide you with copies of Bill Data in formats advised to you from time to time.
- 19.53 You acknowledge that there may be a delay between an invoice and the receipt of Bill Data by the Managed Bill Reporting System. A delay will not extend any payment period set out in an invoice.
- 19.54 You must not rely on the Bill Data and information or reports produced by Managed Bill Reporting System. Your charges will be invoiced separately in accordance with the terms of your agreement with us.
- 19.55 The Bill Data and information or reports produced by Managed Bill Reporting System may be inaccurate or not up to date (for example, it may not reflect adjustments to your accounts until we have received cleared funds from you, service level credits made to your account, your failure to correct remittance details or a dishonoured payment).
- 19.56 When we transmit data to you electronically we will use secure socket layers with 128 bit encryption and we will keep all Bill Data behind our standard firewall.
- 19.57 We will provide a User ID and Password for each User to enable the User to access the Managed Bill Reporting System (User ID and Password).
- 19.58 You must:
 - (a) nominate a number of Users up to the maximum number of Users (the maximum number of Users is 10). We may provide access to the Managed Bill Reporting System for additional Users above the maximum number of Users (an additional fee applies for additional Users nominated by you);
 - (b) ensure that the Managed Bill Reporting System is used only by Users using a valid User ID and Password allocated to that User;

Part J – Enhanced Business Services

- (c) ensure that each User keeps their User ID and Password secret, does not send or disclose its User ID or Password to any other person or entity, and does not store it in any form (whether coded or unencoded) in a location where it is capable of being copied, read or used by any other person;
- (d) without limiting the above, keep any computer on which any User ID and Password is stored, physically secure and take all necessary precautions (including, without limitation, when downloading and running third party programs from the Internet) to protect any computer from viruses or programs which might make the User ID and Password on the computer accessible to third parties;
- (e) comply with all our reasonable directions in relation to access and use of the Managed Bill Reporting System, including User ID and Password; and
- (f) use the Managed Bill Reporting System only for your internal business purposes.

19.59 You are responsible for all use of the Managed Bill Reporting System using a User ID and Password, whether by yourself, Users or anyone else.

19.60 You must immediately notify us by calling the Mobility Help Desk if:

- (a) any of your details change;
- (b) a User ceases to be authorised to use the Mobility Fleet Managed Bill Reporting System;
- (c) you become aware that any User ID and Password has been lost, stolen, compromised (including a third party obtaining access to a private key) or becomes known to a third party; or
- (d) you become aware of any unauthorised use of any User ID and Password.

Notice provided by you in accordance with the above does not release you from any of your responsibilities under this clause.

19.61 You must acquire and maintain, at your cost, all equipment, software and services that you need to use the Managed Bill Reporting System. The minimum browser specification to access the Managed Bill Reporting System is Microsoft Internet Explorer 6.0. Other browsers are not supported. We may notify you from time to time of updated equipment, software and service requirements and the date from which those new requirements will come into effect.

19.62 You must not use, or permit the Managed Bill Reporting System to be used:

- (a) in any way contrary to the terms of this clause;
- (b) by anyone other than Users;

Part J – Enhanced Business Services

- (c) for any activities which breach any laws, regulations, industry codes or standards, or infringe any third party rights;
- (d) to produce reports or information for use by anyone other than yourself; or
- (e) to access information that does not relate to you.

19.63 You must not resell or resupply the Managed Bill Reporting System.

19.64 We may limit, suspend or cancel the Managed Bill Reporting System at any time without notice to you if you breach the above obligations.

19.65 To avoid any doubt, Bill Data and any reports provided by us in relation to the Managed Bill Reporting System is our Confidential Information.

Optional Services – Professional Software Installation

19.66 The Secure Email Gateway and Mobile Access Gateway features of the T-MDM platform requires software to be installed at your premises and on your server.

19.67 We can offer you a fixed price for installing the software, provided that you supply the installed pre-requisite server hardware at your own cost. If you advise us that you would like to use the Secure Email Gateway and Mobile Access Gateway features, we will give you the technical pre-requisites and you will need to comply with these technical pre-requisites before the software can be installed.

19.68 The terms and conditions set out in the Telstra Mobile Device Management section in Part G – Data Services section of Our Customer Terms will apply to any professional software installation service we provide to you.

Additional obligations and acknowledgements

19.69 Subject to any non-excludable rights under consumer protection laws in relation to our provision of the Telstra Managed Mobiles Solution Service, while we will use reasonable care and skill in providing the Telstra Managed Mobiles Solution Service:

- (a) you must test any settings or software before they are sent to your Users' Eligible Devices over the T-MDM portal;
- (b) we do not warrant that the Telstra Managed Mobiles Solution Service will meet all of your or your Users' requirements or expectations;
- (c) we do not warrant or represent that the T-MDM portal is free from errors or omissions, programming bugs or viruses, or secure; and
- (d) our ability to provide the Telstra Managed Mobiles Solution Service relies on the availability of the T-MDM portal. The availability of the T-MDM portal may be subject to numerous factors, including routine maintenance and factors outside our control (such as malfunction in equipment or software, Internet access difficulties, or delay or failure of transmission). Accordingly, we do not warrant

Part J – Enhanced Business Services

or represent that the availability of the T-MDM portal will be continuous or uninterrupted, that any defects will be corrected, or that the T-MDM portal or server that makes it available are free of viruses.

- 19.70 You may have non-excludable rights under consumer protection laws in relation to the Telstra Managed Mobiles Solution Service. Subject to any non-excludable rights:
- (a) we exclude all liability in tort (including negligence), contract, statute or otherwise for any loss, expenses or damage, incurred by you, your Users or a third party in connection with the provision of the Telstra Managed Mobiles Solution Service, including (but not limited to) any:
 - (i) liability for illness, personal injury or death to you, your employees, agents and contractors;
 - (ii) loss or damage that was not reasonably foreseeable;
 - (iii) loss or damage that was caused by your breach of contract or your negligence; and
 - (iv) loss or damage caused by events outside our reasonable control (such as a malfunction in equipment or software, Internet access difficulties or delay or failure of transmission);
 - (b) we exclude all other warranties, rights and remedies you would otherwise be entitled to at law; and
 - (c) if we breach any such non-excludable rights, and it is fair and reasonable to do so, we limit our liability to correcting any error in relation to the T-MDM portal or the provision of the Telstra Managed Mobiles Solution Service (as applicable).

19.71 You must take reasonable steps to minimise the extent of any loss or damage you may suffer as a result of the provision of the Telstra Managed Mobiles Solution Service. You indemnify us for any loss we suffer as a result of you, your nominated representative(s) or your Users breaching this clause.

19.72 Your use of the T-MDM Service is also subject to the following provisions set out in clauses 27.66 to 27.77 of Part G – Data Services section of Our Customer Terms.

Service Assurance – Order Management

19.73 We will try, but do not promise, to meet the following service level targets for the Telstra Managed Mobiles Solution Service.

Part J – Enhanced Business Services

Service	Service Level Targets
<p>Value Added Service (VAS) activation and SIM card activation on existing customer account (not including delivery or new account creation)</p> <p>For the purpose of this service level target, a value added service is any non-standard mobile service or feature which we can activate at your request.</p>	<p>Activation of VAS and SIM card within 2 hours of the Mobility Help Desk receiving the activation request, provided that:</p> <ul style="list-style-type: none"> (a) the Mobility Help Desk receives the request by telephone during business hours; (b) you do not request more than 5 value added service activations or new SIM card activations at the same time; (c) the activation request relates to a mobile service that is on an existing Telstra mobile account (i.e. excludes new account creation as part of the SIM activation); (d) you have previously authorised us to activate VAS and SIM cards by telephone; (e) the request is made by your authorised representative; and (f) all Telstra systems necessary for VAS and SIM card activation are available. <p>Note: This service level target only applies to requests received by telephone.</p>
<p>Order entry</p>	<p>For 95% of orders for new mobile devices or accessories:</p> <p>entry of orders within:</p> <ul style="list-style-type: none"> • 2 hours of the Mobility Help Desk receiving the completed email order for a Telstra Managed Mobiles Solution Service provided that the Mobility Help Desk receives the completed email request by • 2pm (AEST) on a business day <p>Note: This service level target only applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>

Part J – Enhanced Business Services

Service	Service Level Targets
<p>Mobile device delivery for up to 100 new service connections</p> <p>(For orders of mobile devices and accessories for more than new service connections we will discuss and agree a delivery time with you. This target will not apply.)</p>	<p>For delivery of 95% of new mobile devices</p> <p>Provided the Mobility Help Desk receives your completed email order on a business day before 2.00pm (AEST):</p> <ul style="list-style-type: none"> • Delivery to Metropolitan areas – next business day following receipt of your order. • Delivery to Regional areas – within 2 business days following receipt of your order. • Delivery to Remote areas - within 5 business days following receipt of your order. <p>Note: There are no deliveries on weekends or public holidays. Next day delivery may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p> <p>This service level target only applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>

Part J – Enhanced Business Services

Service	Service Level Targets
<p>Faulty mobile device repairs</p>	<p>For 95% of faulty mobile devices (Telstra Eligible Devices only):</p> <p>Repair and delivery</p> <ul style="list-style-type: none"> • in Metropolitan areas – within 11 business days from receipt of your mobile device by the Telstra Repair Centre • in all other areas – within 20 business days from receipt of your mobile device by the Telstra Repair Centre. <p>Note: There are no deliveries on weekends or public holidays.</p> <p>This service level target does not apply if:</p> <ul style="list-style-type: none"> • replacement parts are not available for your mobile device from the mobile device manufacturer; • the Mobility Help Desk determines that your mobile device needs to be returned to the mobile device manufacturer for repair. <p>This service level target only applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>
<p>Installation of in-car kits</p>	<p>Installation during business hours (in the state where installation will take place) only:</p> <ul style="list-style-type: none"> • in Metropolitan areas – within 5 business days following receipt of your order • in all other areas – within 7 business days following receipt of your order <p>provided that the Mobility Help Desk receives the order by email during business hours.</p> <p>This service level target does not apply if you are not available and in attendance at the time of installation and is subject to the installers having the appointment times free to perform the car kit installs, and is subject to availability of stock..</p> <p>Note: This service level target only applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>

Part J – Enhanced Business Services

Service	Service Level Targets
Replacement of lost or stolen mobile devices	<p>For delivery of 95% of replacement mobile devices (</p> <p>Provided that the help desk receives your order by email on a business day before 2.00pm (AEST):</p> <ul style="list-style-type: none"> • Delivery to Metropolitan areas – next business day following receipt of your order. • Delivery to Regional areas – within 2 business days following receipt of your order. • Delivery to Remote areas - within 5 business days following receipt of your order. <p>Note: There are no deliveries on weekends or public holidays. Delivery within the above timeframes may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p> <p>This service level target only applies to orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>

19.74 We will also try, but do not promise, to meet the following service level targets for the Mobility Help Desk for each calendar month:

- (a) 90% of total calls to the Mobility Help Desk during business hours answered within 20 seconds.

19.75 The classifications of areas into the categories of Metropolitan, Regional, or Remote areas are defined in the Service Assurance section of Our Customer Terms.

Service level rebate for delayed mobile device delivery

19.76 If we do not meet at least 95% of the service level target for the delivery of mobile devices for new service connections in any calendar month, you may claim a \$20.00 (GST included) rebate for each order that was not delivered within the relevant delivery time, except where:

- (a) the mobile device model requested by you is out of stock or is not available from the manufacturer;
- (b) the mobile device model requested by you has been discontinued;

Part J – Enhanced Business Services

- (c) we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete;
- (d) we are unable to gain access to your site to deliver the mobile device to you for any reason beyond our reasonable control; or
- (e) our failure to meet the service level is caused by any other act beyond our reasonable control.

19.77 Any order for multiple mobile devices will be considered to be a single order for the purpose of calculating the rebate. Only multiple orders of up to 100 mobile devices are eligible for the rebate.

19.78 The rebate is not applicable if you order mobile devices through any delivery channel other than the Mobility Help Desk.

19.79 To claim a service rebate, you must contact a Telstra Service Executive (or Account Representative) either by telephone or in writing and provide the following details:

- (a) your contact name and address;
- (b) the relevant Telstra account number/national number and/or service Number; and
- (c) the reason for dissatisfaction.

19.80 The Telstra Service Executive (or Account Representative) will send you a form which you must complete and return in order to make your claim.

19.81 If you are entitled to a rebate, you must claim the rebate by returning the claim form within 60 days of ordering the mobile device(s), otherwise you waive your right to claim the rebate.

19.82 If there is a dispute about whether we have failed to meet the service level target for the delivery of mobile devices for new service connections, the parties shall negotiate in good faith to resolve the dispute. If the parties cannot resolve the dispute, we may, on reasonable grounds and in good faith, make a final and binding decision about whether the service level target has been met.

19.83 The rebate will be paid to you in the form of a credit on your bill. We will credit any rebates to your bill in the next available bill cycle. The rebate is not transferable or redeemable as cash.

19.84 You understand that the rebate is our sole liability for failing to meet the service level target described above.

T-MDM Platform Fault Service Levels

19.85 If the Availability of the T-MDM Service online web portal powered by AirWatch falls below 99.9% and you make a claim to us that this has impacted you, we will credit your account with a Service Credit in accordance with the following table

Part J – Enhanced Business Services

Availability	Service Credit - % reduction of all Monthly Managed Mobiles Solution plans payable for that month
99.5 - 99.9%	2.5%
98.0 – 99.5%	5%
Less than 98.0%	7.5%

19.86 The Service Credits above are your sole and exclusive remedy in connection with the failure to achieve Availability service levels. In no event will the Service Credits payable by us in any calendar month exceed, in aggregate across all instances of non-Availability in a particular calendar month, 7.5% of the amount invoiced to you for the Managed Mobiles Solution in that month. The Service Credits are not cumulative and may not be carried from one month to the next.

19.87 You will receive any Service Credits due to you within thirty (30) days of the date it accrues. Service Credits will be issued once validated by us and will be allocated against the invoice for the month following the month in which they were incurred.

19.88 “Availability” means the percentage of minutes in a calendar month in which the T-MDM portal did not experience an Unplanned Outage in that month and is calculated in accordance with the following formula:

$$\frac{\text{(Total number of minutes in the month – Aggregate minutes of Scheduled Maintenance and Unscheduled Maintenance in the month – Aggregate minutes of Unplanned Outages in the month)}}{\text{(Total number of minutes in the month – Aggregate minutes of Scheduled Maintenance and Unscheduled Maintenance in the month)}}$$

Where:

“Maintenance Window” means 10pm to 2am Australian Eastern Standard Time.

"Scheduled Maintenance" means the number of minutes in a month in respect of any maintenance in relation to the T-MDM portal that is performed during a properly noticed period for maintenance work or during the regular Maintenance Window. To be properly noticed, we must:

- (i) use reasonable endeavours to provide you with not less than 5 business days’ prior written notice; and
- (ii) at least provide you with 1 business day’s prior written notice, of the date and time period during which the relevant maintenance work will be conducted, including during the Maintenance Window.

Part J – Enhanced Business Services

"Unplanned Outage" means the number of minutes in a month during which there is an inability to provide the T-MDM Service for more than four (4) consecutive minutes or more than 1 re-occurring failure per day and is caused by a defect, error or malfunction in any item of equipment, connectivity, hardware, software, configuration or service, and communications not within our control; or any unavailability of the T-MDM portal caused by an event beyond our reasonable control the T-MDM Service is not available. Unplanned Outage does not include Scheduled Maintenance.

"Unscheduled Maintenance" means any maintenance to be performed in relation to the T-MDM portal in respect of which Telstra has not:

- (a) used reasonable endeavours to provide you with 5 business days’ notice; and
- (b) provided you with at least 1 business day’s prior written notice.

Additional service targets

19.89 For requests made by you using the email address for electronic Mobility Help Desk enquiries, we will try, but do not promise, to:

- (a) implement a T-MDM portal add, move or change within 24 business hours of your request;
- (b) process a request to lock, wipe or locate a Telstra Eligible Device within 2 business hours (subject to the Telstra Eligible Device being properly enrolled in the T-MDM portal and having an active internet connection); and
- (c) assist with enrolling a device on the T-MDM platform within 2 business hours of request (subject to the device being eligible to be enrolled on the T-MDM platform and having an active internet connection).

19.90 You understand that we will try to meet the targets above but we are not liable to you if we fail to do so.

Faults

19.91 If you experience a fault with your Managed Mobiles Solution Service we will try to, but do not promise to, resolve the fault in accordance with the following table:

Severity Level	Interim Resolution	Final Resolution
Severity 1 Fault	We will try to respond to you within 6 hours with any interim work around(s) possible of being made aware of the fault..	We will try to resolve the issue within 24 hours of being made aware of the fault.

Part J – Enhanced Business Services

Severity 2 Fault	We will try to respond to you within 12 hours with any interim work around(s) possible being made aware of the fault..	We will try to resolve the issue within 5 business days of being made aware of the fault.
Severity 3 Fault	N/A	At the next software release or as mutually agreed with AirWatch.

“Severity 1 Fault”: Where the T-MDM portal is unavailable, or where the T-MDM Services are not performing to the relevant specifications and this has a material impact on you, including:

- (a) problems preventing users from getting their emails or using their devices;
- (b) the inability to utilise the console to monitor or manage devices;
- (c) the inability to secure compromised devices through security functions like lock, wipe, and / or partial wipe.

“Severity 2 Fault”: Where the T-MDM portal is unavailable the T-MDM Services, or where the T-MDM Services are not performing to the relevant specifications and this has a material impact on you although the T-MDM Service remains substantially operational, including interruptions of non-critical console functions.

“Severity 3 Fault”: Where you can not use the T-MDM Services, or where the T-MDM Services are not performing to the relevant specifications and this does not have a material impact on you, including reporting or the inability of a few individual end-users from getting their emails or using their devices.

19.92 You understand that we will try to meet the targets above but we are not liable to you if we fail to do so.

The T-MDM Platform

19.93 The T-MDM platform may be upgraded from time to time. We will provide your nominated representative with 5 business days’ notice of our intent to upgrade the T-MDM platform.

19.94 Where new features/functions are introduced that impact on your company policies or configurations, we will discuss this with you after the upgrade to determine what changes (if any) are required to your company policies.

20. Rugged Device Management Service

Part J – Enhanced Business Services

What is the Rugged Device Management Service?

- 20.1 The Rugged Device Management Service provides you with a range of services, depending on the option you select:
- (a) **Light Option:** A Lifecycle Management Service for your selected Eligible Devices (described in Table 19 A below);
 - (b) **Medium Option:** In addition to the Lifecycle Management Service, the Medium Option also includes a data plan for the Eligible Devices that the Lifecycle Management Service applies to, as well as a Connectivity Management Service (described in Table 19 A below).

Eligibility

- 20.2 You are only eligible for Rugged Device Management Service if:
- (a) you have an ABN, ACN or ARBN;
 - (b) you have a mobile device management (MDM) platform that is capable of managing all of the Eligible Devices that you would like covered under the Rugged Device Management Service; and
 - (c) you provide the technical information relating to the Eligible Devices that Telstra requires in order to provide the Rugged Device Management Service, as notified by Telstra to you.
- 20.3 The Rugged Device Management Service can only be performed in relation to Eligible Devices.

Service Description

- 20.4 You may purchase the Rugged Device Management Service as either a Light Option or a Medium Option, as set out in the table below:

Part J – Enhanced Business Services

Table 20 A

Option	Included services	Description
Light	Lifecycle Management Service	<p>a) Staging and testing of traditional WM and CE devices that are running an approved operating system (as determined by Telstra from time to time);</p> <p>b) Lifecycle management, including:</p> <ul style="list-style-type: none"> i. Faulty device management; ii. Warranty & returns process; iii. Reporting, including tracking of faults for lifecycle improvement, lifecycle support, retirement recommendations; iv. Asset / inventory management, <p>c) Service Desk - available from 8.00 am-5.00 pm (AEST) Monday to Friday, excluding public holidays.</p>
Medium	Lifecycle Management Service	As set out above.
	Data	A monthly allocation of data per Eligible Device, as set out in Table 20 B (Fees) below, or as otherwise set out in your agreement with Telstra.
	Connectivity Management	Management of data, including establishment of rules and alerts.

Optional services

20.5 Telstra also offers an optional consultancy service specifically for the purpose of gathering the information that we require in order to commence providing the Rugged Device Management Service (as described in clause 20.2(c) above). The service includes a maximum of two weeks worth of investigations, and in order to acquire this service you agree to provide us, and our agents, with the access that we reasonably require to your Eligible Devices and information technology systems.

20.6 Telstra offers access to a mobile device management solution which will provide you with the following device reporting at either a global (fleet) or local (by depot or region) level:

Part J – Enhanced Business Services

- (a) lifecycle management;
 - (b) fleet status;
 - (c) order status.
- 20.7 For any device in respect of which you are acquiring a Medium Option, Telstra offers you access to an optional voice service, subject to the terms below.
- 20.8 The voice service entitles you to a maximum of 10 minutes of voice calls per month per device, calculated as an average across the fleet of your Eligible Devices that are using the voice service.
- 20.9 If your voice usage exceeds the limit in clause 20.8 above, Telstra reserves the right to limit, suspend or terminate your access to the voice service for all your Eligible Devices.
- 20.10 The voice service does not support:
- (a) circuit switch data (CSD) calls (e.g. Fax calls); or
 - (b) supplementary voice capabilities such as call forwarding and voicemail.
- 20.11 If you acquire the voice service, then while making voice calls in Australia:
- (a) calls to International numbers are barred; and
 - (b) calls to premium numbers are barred (eg. 19xx numbers).
- 20.12 If you acquire the voice service, then while making voice calls while roaming outside Australia:
- (a) international numbers are barred except for calls to Australia;
 - (b) calls to any other fixed and mobile number are allowed;
 - (c) voice calls to roaming services are charged on a GST inclusive basis;
 - (d) voice call rates for outbound roamers will be handled on a case by case basis.

Data usage

- 20.13 If you exceed the allocation of data that you purchased as part of the Rugged Device Management Service, Telstra may:
- (a) contact you about your excess data usage, and agree a plan with you to avoid excess data usage in the future, which may include amending your data usage patterns, or increasing your data allowance; and

Part J – Enhanced Business Services

- (b) terminate your Rugged Device Management Service on 30 days notice if you continue to use more than your data allowance after Telstra has contacted you under paragraph (a) above.

Term

- 20.14 Both the Light and Medium Options are supplied on a 36 month term, calculated from the date that each of your orders for the services are accepted by Telstra.
- 20.15 Each order for a Light or Medium Option has a separate term.
- 20.16 At the end of that term, it will automatically renew on a month to month basis.

Cancellation and Termination

- 20.17 We may cancel or suspend your Rugged Device Management Service on 7 days notice if you do not maintain the eligibility criteria described above, or as otherwise set out in your agreement with us.
- 20.18 You may cancel your Rugged Device Management Service at any time by giving us 30 calendar days written notice before the end of a month.
- 20.19 If your Rugged Device Management Service is cancelled for any reason other than our material breach, an early termination charge (**ETC**) will be payable, calculated as:

$$ETC = \text{Base ETC} \times \text{number of months remaining in your 36 month contract}$$

Where **Base ETC** = total monthly payment for the Lifecycle management service component of your Rugged Device Management Service.

Fees and charges

- 20.20 Our charges for the Rugged Device Management Service are set out in the table below. The fees for the Medium Option vary depending on how much data you acquire.

Table 20 B

Option		Fee (GST incl.)
Light Option		\$18 per month, per Eligible Device
Medium Option	50MB	\$30 per month, per Eligible Device
	300MB	\$40 per month, per Eligible Device
	1GB	\$50 per month, per Eligible Device

- 20.21 If you acquire the Consultancy Service pursuant to clause 20.5, Telstra will charge a flat fee of \$13,200 (incl. GST).

Part J – Enhanced Business Services

20.22 If you acquire the mobile device management service pursuant to clause 20.6, Telstra will charge a fee of \$3 (incl. GST) per month per device managed by the service.

20.23 If you acquire the voice service pursuant to clause 20.7, Telstra will charge a fee of \$4 (incl. GST) per month per device.

Special meanings

20.24 In this clause:

Connectivity Management Service means the service described in Table 20 A.

Consultancy Service means the optional service described in clause 20.5.

Eligible Device means a mobility device which is using a Telstra M2M Control Centre SIM card or SIM chip.

Lifecycle Management Service means the service described as such in Table 20 A;

Light Option means the version of the Rugged Device Management Service described as such in Table 20 A.

Medium Option means the version of the Rugged Device Management Service described as such in Table 20 A.

21. Telstra Device Enrolment Service (DES) Account

Telstra DES Account

21.1 The Telstra Device Enrolment Service (**DES**) is a web portal that facilitates the registering and de-registering of Compatible Devices into a third party device manufacturer enrolment program. The login access to the Telstra DEP is provided through the creation of a Telstra DES Account (**Telstra DES Account**).

Eligibility

21.2 To be eligible for a Telstra DES Account, you must:

- (a) be a Telstra Business and/or Enterprise customer;
- (b) have an account with a compatible third party device manufacturer:
 - (i) an Apple deployment programs account (available at <https://deploy.apple.com>); and/or

Part J – Enhanced Business Services

- (ii) a Samsung KNOX mobile enrolment account (available at samsungknox.com/me); and/or
- (iii) a Google Zero-Touch account (which we will setup for you subject to these terms); or
- (c) have an MDM platform that is compatible with the third party manufacturer enrolment program. Please speak with your MDM provider to ensure it is compatible.

Availability

- 21.3 A Telstra DES Account is only available for Compatible Devices purchased through an approved Telstra Business and/or Enterprise channel.
- 21.4 The Telstra DES Account is not available to Telstra Wholesale customers or for resale.

Using a Telstra DES Account - The service

- 21.5 By using the Telstra DES Account, you agree and authorise us to submit a Compatible Device's IDs (e.g. serial numbers, IMEIs,) purchased from us into the Telstra DES Account.
- 21.6 If you take up the DES with an eligible Google Zero-Touch account, you authorise us to accept Google's Standard Zero Touch Enrolment Terms (available at <https://www.android.com/enterprise/management/zero-touch/terms/>) on your behalf, and you agree to be bound by them. You acknowledge that this creates no obligation between us and is a separate agreement between you and Google.
- 21.7 As required by the device manufacturer, we will provide information about your Compatible Devices to the device manufacturer including serial number, IMEIs, order number, shipping date and any other information required.
- 21.8 By participating your Compatible Devices may be locked to specific company and security settings that cannot be removed by your employees.
- 21.9 The device manufacturer may change or cease support at any time without notice. We are not responsible for and do not provide any maintenance, technical or other support services for or on behalf of the device manufacturer.

Using a Telstra DES Account – Your responsibilities

- 21.10 You are responsible for the Compatible Devices submitted into your Telstra DES Account. Telstra will facilitate the registration and de-registration of Compatible Devices into a third party device manufacturer enrolment program on your behalf.
- 21.11 Using the Telstra DES Account, you must only register devices which you have in your possession, otherwise we may in our absolute discretion disable access to your Telstra DES account without notice and de-register any devices not in your possession. This may

Part J – Enhanced Business Services

result in Compatible Device being removed from the manufacturer's program and loss of data, content and settings from those devices.

- 21.12 If the device ownership changes (ie sold or gifted), you must immediately update the device information by logging into your Telstra DES Account and ensure that device is removed from the Telstra DES and any third party device manufacturer enrolment programs.
- 21.13 You must ensure only authorised representatives have access to your Telstra DES Account. If you provide access to third parties (e.g. a managed services partner), you are responsible for all actions performed by that third party.

Fees and charges

- 21.14 There are no fees or charges to access or use the Telstra DES Account.

Cancelling your Telstra DES Account

- 21.15 You can cancel access to your Telstra DES Account at any time by the contacting Telstra helpdesk on des@team.telstra.com.
- 21.16 If you cancel your Telstra DES Account, your device information will continue to be stored in the Telstra DES Account, but you will not be able to access or view the device information unless you have an active Telstra DES Account.

Suspending or cancelling your Telstra DES Account

- 21.17 We can suspend or cancel your Telstra DES Account (or any part of it) immediately, and then notify you of the suspension or cancellation of your Telstra DES Account, if we believe on reasonable grounds that your service is being used contrary to these terms and conditions.
- 21.18 We can cancel your Telstra DES Account by telling you in writing if it has been suspended continuously for at least 30 days (including the day it was first suspended).
- 21.19 We can suspend or cancel your Telstra DES Account by telling you in writing if we are required to do so under the terms of our agreement with a compatible third party device manufacturer. . If we cancel your Telstra DES Account under this clause, we may migrate you to a reasonably comparable alternative product. If we transfer you to a reasonably comparable alternative product and this has more than a minor detrimental impact on you, you may cancel your product without having to pay any early termination charges for that product.

Definitions

- 21.20 The following words have the following special meanings in this clause:

Compatible Devices means

Part J – Enhanced Business Services

- (a) an Apple iOS smartphone and/or tablet device running iOS v7 or above (Wi-Fi or cellular) that has been purchased by you from a Telstra business or enterprise channel after March 2011;
- (b) a Samsung Android smartphone and/or tablet device running KNOX v2.4 or above (Wi-Fi or cellular); or
- (c) an Android device running firmware version 8.0 or greater; or
- (d) as otherwise directed by Telstra from time to time.

For the avoidance of doubt, Bring Your Own (**BYO**) devices or devices purchased through any other channel or carrier are not compatible.

MDM means mobile device management.

22. Telstra Mobility Helpdesk

This section of Telstra Mobility Helpdesk applies to customers who entered into a Telstra Mobility Helpdesk contract prior to 27 November 2016.

What is Telstra Mobility Helpdesk?

- 22.1 The Telstra Mobility Helpdesk (“**Mobility Helpdesk**”) is a mobile fleet management solution which provides the following throughout Australia:
- (a) Device support in Australia for compatible mobile devices owned by employees, connected to a mobile data plan from a carrier other than Telstra or is Wi-Fi only and registered on a Telstra Mobile Device Management (“**T-MDM**”) platform (“**BYOD**”). For avoidance of doubt, the SIM in a BYOD can be from any carrier but the Managed Fee for each BYOD will be billed to your Telstra account.
 - (b) Repair, replacement and fault finding services for compatible mobile devices that are owned by the customer (you), purchased from Telstra, connected to a mobile data plan from Telstra and registered on a T-MDM platform (“**Corporate Owned Device**”). For avoidance of doubt, the SIM in a Corporate Owned Device can be from any carrier but the Managed Fee for each Corporate Owned Device will be billed to your Telstra account.
 - (c) Service management for customer owned Telstra services (i.e. Telstra SIMs) (without a device) with a 10 digit mobile account number (“**Corporate Owned Service**”). A Corporate Owned Service can be a Telstra business mobile plan or a Telstra business data plan as approved by us from time to time.
 - (d) Online Device Provisioning (“**Order Express**”) which enables employees to only view and select approved devices and accessories from a pre-determined catalogue configured by your Order Express administrator. The Order Express administrator manages employee device order approvals providing a clear

Part J – Enhanced Business Services

approval audit trail, access to customised catalogues, the ability to upload special pricing and offers into the catalogue.

- (e) Telstra Device Enrolment Service (“DES”) the terms of which can be found at clause 21 of [Part J – Enhanced Business Services of the Telstra Mobiles Section of Our Customer Terms](#) and is a pre-configuration service which enables compatible devices to be pre-loaded with your company’s settings before they are dispatched to employees.
- (f) the features of the Mobility Helpdesk set out in clause 22.23 to 22.25 of these Terms.

22.2 Only BYOD and Corporate Owned Devices can be registered on a T-MDM platform (“Eligible Devices”). A Corporate Owned Service SIM must be inserted into a BYOD or Corporate Owned Device to receive the Mobility Helpdesk service.

Eligibility

22.3 You must meet the eligibility criteria set out in clause 22.4 below. The Mobility Helpdesk service is not compatible with Mobile Fleet Care Plus.

22.4 You are only eligible to take up Mobility Helpdesk services if:

- (a) you have an ABN, ACN or ARBN;
- (b) you are specifically invited by us to take up a Mobility Helpdesk service;
- (c) you have taken up the T-MDM service in accordance with clause 28 of [Part G – Data Services of the Telstra Mobiles Section](#) of Our Customer Terms;
- (d) all your Corporate Owned Services and Eligible Devices must be exclusively managed by us and not by any third party, including a dealer; and
- (e) you must integrate compatible Microsoft Active Directory with the T-MDM platform in accordance with the pre-requisite requirements provided by Telstra (as part of the on-boarding process).

22.5 The Mobility Helpdesk can only provide device management and support for Eligible Devices that are turned on and connected to the internet (either via the Telstra Mobile Network or Wi-Fi).

22.6 Each User of the Mobility Helpdesk service (“User”) must have a compatible device as determined by us. Not all devices are compatible with the Mobility Helpdesk service. Data cards and modems are not compatible devices and do not count towards the number of Eligible Devices you have registered on a T-MDM. The full list of compatible devices is listed as “T-MDM Compatible” and can be found at <http://www.telstra.com/enterpriseclassedevices>

Part J – Enhanced Business Services

Cancellation and Termination

- 22.7 We may cancel your Mobility Helpdesk service on 7 days notice if you do not maintain the eligibility described in clause 22.4, or as otherwise set out in your agreement with us.
- 22.8 You may cancel your Mobility Helpdesk service at any time by giving us 30 days written notice.
- 22.9 If your Mobility Helpdesk service (including your T-MDM service) is cancelled (for any reason) we will automatically:
- (a) de-register all Eligible Devices connected to a T-MDM platform; and
 - (b) delete all of your and your User's data including user information, devices, applications, content, and settings. You are responsible for saving your data before you cancel your service.
- 22.10 For avoidance of doubt, if you cancel your Mobility Helpdesk service but wish to maintain your T-MDM service, you will need to sign up for this service separately by completing a T-MDM Application Form.

Fees and charges

- 22.11 You will be charged a once off set up fee of \$700 (GST incl.) for the on-boarding of the T-MDM component of the Mobility Helpdesk.
- 22.12 Each month, we will charge you \$9.50 (GST incl.) per registered Eligible Device (“**Managed Fee**”) for the Mobility Helpdesk service.
- 22.13 The charges for your Mobility Helpdesk service are in addition to any fees or charges payable by you for:
- (a) your mobile devices and plans;
 - (b) any other services you may have (including Telstra Mobile Device Management service under clause 28 of [Part G – Data Services of the Telstra Mobiles Section](#) of Our Customer Terms).
- 22.14 The Managed Fee will be calculated based on the number of Eligible Devices you have registered on the T-MDM platform for that month in accordance with clause 28 of [Part G – Data Services of the Telstra Mobiles Section](#) of Our Customer Terms.
- 22.15 For the use of the Mobility Helpdesk service outside of Australia, International Roaming charges apply (see [Part I – Heading Overseas \(International Roaming\)](#) section of Our Customer Terms for more details).

Part J – Enhanced Business Services

On-boarding of the Mobility Helpdesk

22.16 On-boarding of the Mobility Helpdesk service includes us undertaking the following:

- (a) integrating the T-MDM platform with your Microsoft Active Directory, provided you meet all pre-requisite connectivity requirements as provide by Telstra;
- (b) setting up profiles for the company policies specified by you which determines the device settings, compliance rules and features of each Eligible Device registered on T-MDM Platform;
- (c) creating and uploading an Apple Push Notification Service certificate for Apple devices;
- (d) configuring system generated messages, such as enrolment message, enrolment terms of use and compliance messages;
- (e) configuring device agent settings to support GPS;
- (f) enabling and configuring telecom management features to assist you monitor data usage;
- (g) setting up your enterprise application store; and
- (h) setting up compliance policies for compromise status, applications, roaming and data usage.

22.17 On-boarding does not include troubleshooting device settings or configuration of company approved applications.

22.18 The On-boarding process can take 4-6 weeks depending on your requirements and internal change management processes which may incur additional delay.

22.19 Before you can use Mobility Helpdesk service, you must complete and execute a document which will define your specific requirements and how we will setup the T-MDM platform for you. We will supply you with this document and explain the information required from you.

Registering your Eligible Devices on the T-MDM platform

22.20 To register new compatible devices on the T-MDM platform, the User will need to download T-MDM software (“**T-MDM app**”) on their mobile device from the App Store, enter their company email address and company password into the T-MDM app and accept any company terms and conditions.

22.21 If a User is having issues downloading the T-MDM app or registering their compatible device on the T-MDM platform, they can contact the Mobility Helpdesk for support.

22.22 The Mobility Helpdesk service will be automatically applied to all Eligible Services you have registered on the T-MDM platform.

Part J – Enhanced Business Services

Mobility Helpdesk features

- 22.23 The available features and functions of the Mobility Helpdesk service may vary depending on:
- (a) whether you have Corporate Owned Services and Corporate Owned Devices;
 - (b) whether you have Eligible Devices (without Corporate Owned Services); and
 - (c) the type of Eligible Device that is used. Some of the features of the Mobility Helpdesk service may include us remotely monitoring your devices, changing settings on devices, installing software on devices and sending messages to devices. Not all features/functions are compatible with all Eligible Devices. Features/functions may be enhanced over time.

22.24 The Mobility Helpdesk will including the following services:

Feature	Description	Eligibility
Onboarding	We will undertake onboarding services as described in clause 22.16.	Eligible Devices
Configuring Devices	We will assist employees in connecting their devices to company resources (eg, company email, intranet, company specific apps) by providing support for: <ul style="list-style-type: none"> • registering devices and un-registering Eligible Devices; • installing approved company applications (but not the configuration of these applications); • making adds, moves and changes to company policies on Eligible Devices; and • providing access to self-service for staff. 	Eligible Devices
Security Management	We will ensure all Eligible Devices have the necessary security settings and/or apps required by your company policies. If a User’s Eligible Devices is lost or stolen a User can request the Mobility Helpdesk to lock or wipe the data from an Eligible Device if it is connected to the internet.	Eligible Devices
Service Reporting	You can access reports through T-Analyst (see clause 22.36).	Corporate Owned Services

Part J – Enhanced Business Services

Feature	Description	Eligibility
Asset Management	<p>You can access reports through the T-MDM portal that lists all the Eligible Devices registered and details of those devices including:</p> <ul style="list-style-type: none"> • Make/Model • User’s name • Operating system 	Eligible Devices
Change Management	See clauses 22.44 to 22.45 for change procedures based on whether you have a T-MDM Shared Platform.	Eligible Devices
Order Management	<p>We will manage and coordinate your mobile service requests (including orders for new mobile services, activation requests, change requests and disconnection requests) by:</p> <ol style="list-style-type: none"> (a) providing management of your request (including managing the delivery of any mobile devices or accessories ordered by you); (b) processing any completed order forms that you submit to us; (c) liaising with our technical areas as needed; (d) on request, providing you with updates on the status of your request; and (e) confirming completion of your request. <p>You may order new mobile services, including mobile devices and accessories from us by contacting the Mobility Helpdesk by email. Note, these will be charged in addition to your Mobility Helpdesk service.</p>	Corporate Owned Services
Mobile Device Repair Management	We will manage the repair and service of Corporate Owned Devices that you have purchased from Telstra as outlined in clauses 22.37 to 22.43.	Corporate Owned Devices
Problem Management	<p>We will manage and coordinate the resolution of problems relating to your Corporate Owned Devices and Corporate Owned Services and accessories by:</p> <ul style="list-style-type: none"> • managing the reported problem; • performing problem diagnosis; • liaising with our technical areas as needed; • on request, providing you with updates on the status of your request; • confirming completion of your request. 	Corporate Owned Devices and Corporate Owned Services

Part J – Enhanced Business Services

Feature	Description	Eligibility
Service Barring	<p>Upon request, the Mobility Helpdesk can arrange:</p> <ul style="list-style-type: none"> temporary call barring for your Telstra services(s), including call barring for international calls; and the temporary suspension of services and manage the activation and delivery of a replacement SIM card. 	Corporate Owned Devices

Contacting the Mobility Helpdesk

22.25 We will allocate you:

- (a) a 1800 number that is specific to your organisation for calls within Australia. We will answer all calls within Australia to the Mobility Helpdesk in your organisation's name; and
- (b) a dedicated email address specific to your organisation for electronic Mobility Helpdesk enquiries.

22.26 On request, we will supply a number to you for international calls to the Mobility Helpdesk.

22.27 Any requests to change your company policies, settings or applications must be made to the Mobility Helpdesk by your nominated representative. We may require that your nominated representative confirm certain requests in writing.

22.28 If we believe that there is a genuine emergency or life threatening event, the Mobility Helpdesk may activate a service request or order that is not made by your nominated representative. You agree that we may activate a service request in these circumstances. Your nominated representative will be notified if this occurs.

22.29 Your Users can make direct requests to the Mobility Helpdesk where it impacts their Corporate Owned Service or Eligible Device.

Mobility Helpdesk hours

22.30 You may log requests with the Mobility Helpdesk 24 hours a day 7 days a week, but only limited support will be provided outside business hours as outlined in clause 22.33. The full range of support will be available in relation to your Mobility Helpdesk service during business hours.

22.31 We will log any other items reported outside business hours and refer those items for further action during business hours on the next business day.

business hours means 8am to 6pm in the Australian state or territory from which you make contact with the Mobility Helpdesk, on business days.

22.32 During business hours, the Mobility Helpdesk will provide support in relation to:

Part J – Enhanced Business Services

- (a) registering/de-registering Eligible Devices on the T-MDM portal;
- (b) installing approved company applications on Eligible Devices (but not the configuration of these applications);
- (c) resolving problems with T-MDM features/functions not working as designed;
- (d) Eligible Devices connectivity;
- (e) locking and wiping Eligible Devices;
- (f) making adds, moves and changes to company policies on the T-MDM platform; and
- (g) troubleshooting integration problems with the T-MDM platform and your compatible IT systems.

22.33 Outside business hours your Mobility Helpdesk will only provide support in relation to the following:

- (a) service barring and unbarring (including for lost and stolen Corporate Owned Service);
- (b) PUK code resets on Corporate Owned Services;
- (c) temporary service suspensions on Corporate Owned Services;
- (d) applying calling diversions on Corporate Owned Services;
- (e) applying international roaming capability and international MessageBank on Corporate Owned Services;
- (f) initial fault diagnosis for network and mobile device faults on Corporate Owned Devices; and
- (g) faults and connectivity issues with the T-MDM platform.

22.34 The following support is not included with the Mobility Helpdesk service:

- (a) training or demonstrations;
- (b) customer premise equipment configuration;
- (c) configuration or troubleshooting of device apps; and
- (d) customer/third party settings on the devices that are not working.

22.35 If you use an Eligible Device overseas then we may only be able to provide limited support to you.

Part J – Enhanced Business Services

Service Reporting

- 22.36 You will have access to online asset reporting via T-Analyst, an online billing, reporting and analytics tool which allows you to view, analyse and provide reports from your Telstra bills. T-Analyst allows you to:
- (a) Review billing and usage data – T-Analyst provides up to thirteen months of current and historical information and can be downloaded and stored;
 - (b) View standard reports – view, download and analyse reports in multiple formats including PDF or CSV for offline use;
 - (c) Create custom reports – reports specific to your needs, apply custom filters to reports to find specific information; and
 - (d) Allocate charges among cost centres – customised hierarchies align costs to your company’s structure, so you can allocate costs.

Mobile Device Repair Management for Corporate Owned Devices

- 22.37 If you believe that you have a fault with your Corporate Owned Devices, you can contact the Mobility Helpdesk.
- 22.38 We will undertake a preliminary assessment over the phone. If we cannot fix your Corporate Owned Devices over the phone we will arrange for your device to be returned to us so that we can inspect it.
- 22.39 If we inspect your Corporate Owned Device and determine that there is no fault, then we may charge you the reasonable costs we have incurred.
- 22.40 If we do find a fault and your Corporate Owned Device is still under warranty, we will either repair and return it, or replace it.
- 22.41 If we do find a fault, but your Corporate Owned Device is out of warranty, we will give you an estimate of how much it will cost to repair. If you decide not to proceed we may charge you the reasonable costs we have incurred.
- 22.42 If you decide to proceed with repair of a Corporate Owned Device that is out of warranty, we will tell you the price for completing the repairs when the repairs are complete.
- 22.43 The time taken for repair and return of Corporate Owned Devices will differ on a case by case basis.

T-MDM Platform change management

- 22.44 The T-MDM Shared Platform may be upgraded from time to time. We will provide your nominated representative with 5 business days’ notice of our intent to upgrade the T-MDM shared platform.

Part J – Enhanced Business Services

22.45 If you have a T-MDM Shared Platform, we will notify you when new features/functions are available. We will discuss these features with you to determine what changes (if any) are required to your company policies and when you would like these features available to Users.

Your responsibilities when using the Mobility Helpdesk service

22.46 You must nominate a person who has the authority to contact us in relation to your Mobility Helpdesk service, and make requests for orders, activations and changes (“**nominated representative(s)**”). You must provide proof that your nominated person(s) are your nominated representative(s) and have the authority to remotely manage your Users’ Eligible Devices in all respects. You agree that you are responsible for any changes your nominated representative(s) ask us to make.

22.47 We will have access to the content stored on each Eligible Device including the private information of your Users and third parties, such as mobile numbers, applications on devices, information stored on the Eligible Device, a record of data usage, names, email addresses and locations. We and our partners may use and disclose information about you and your Users in accordance with Telstra's Privacy Statement located at http://www.telstra.com.au/privacy/privacy_statement.html. You must inform each User of the information we will have access to and how we may use and disclose it.

22.48 You consent to us and our related bodies corporate accessing, using and disclosing the private information of your Users and third parties to enable us to provide the Mobility Helpdesk service to you.

22.49 You agree to procure the consent of your Users of each Eligible Device for us to access, use and disclose the private information of your Users and third parties to enable us to provide the Mobility Helpdesk service to you.

22.50 You and each of your individual Users must not engage in conduct which is unlawful, fraudulent or negligent while using the Mobility Helpdesk service. You are responsible for the conduct of your nominated representative(s) and each User, or any other user, who uses the Mobility Helpdesk service.

Additional obligations and acknowledgements

22.51 Subject to any non-excludable rights under consumer protection laws in relation to our provision of the Mobility Helpdesk service, while we will use reasonable care and skill in providing the Mobility Helpdesk service:

- (a) you must test any settings or software before they are sent to your Users' Eligible Devices over the T-MDM portal;
- (b) we do not warrant that the Mobility Helpdesk service will meet all of your or your Users' requirements or expectations;
- (c) we do not warrant or represent that the T-MDM portal is free from errors or omissions, programming bugs or viruses, or secure; and

Part J – Enhanced Business Services

- (d) our ability to provide the Mobility Helpdesk service relies on the availability of the T-MDM portal. The availability of the T-MDM portal may be subject to numerous factors, including routine maintenance and factors outside our control (such as malfunction in equipment or software, Internet access difficulties, or delay or failure of transmission). Accordingly, we do not warrant or represent that the availability of the T-MDM portal will be continuous or uninterrupted, that any defects will be corrected, or that the T-MDM portal or server that makes it available are free of viruses.

22.52 You may have non-excludable rights under consumer protection laws in relation to the T-MDM service. If there is an issue or defect with your T-MDM service, we will fix the issue or defect, replace the relevant part of the service, or resupply the service (as applicable). Subject to the preceding sentence, any non-excludable rights and the Australian Consumer Law provisions in the General Terms of Our Customer Terms:

- (a) we exclude all liability in tort (including negligence), contract, statute or otherwise for any loss, expenses or damage, incurred by you, your Users or a third party in connection with the provision of the Mobility Helpdesk service, including (but not limited to) any:
 - (i) liability for illness, personal injury or death to you, your employees, agents and contractors;
 - (ii) loss or damage that was not reasonably foreseeable;
 - (iii) loss or damage that was caused by your breach of contract or your negligence; and
 - (iv) loss or damage caused by events outside our reasonable control (such as a malfunction in equipment or software, Internet access difficulties or delay or failure of transmission);
- (b) we exclude all other warranties, rights and remedies you would otherwise be entitled to at law; and
- (c) if we breach any such non-excludable rights, and it is fair and reasonable to do so, we limit our liability to correcting any error in relation to the T-MDM portal or the provision of the Mobility Helpdesk service (as applicable).

22.53 You must take reasonable steps to minimise the extent of any loss or damage you may suffer as a result of the provision of the Mobility Helpdesk service.

22.54 Your use of the T-MDM Service is also subject to the following provisions set out in T-MDM, clauses 27.66 to 27.77 of [Part G – Data Services section of Our Customer Terms](#).

Service Level Targets

22.55 We will try, but do not promise, to meet the following service level targets for Corporate Owned Services and Corporate Owned Devices.

Part J – Enhanced Business Services

Service	Service Level Targets
<p>Value Added Service (VAS) activation and SIM card activation on existing customer account (not including delivery or new account creation)</p> <p>For the purpose of this service level target, a value added service is any non-standard mobile service or feature which we can activate at your request.</p>	<p>Activation of VAS and SIM card within 2 hours of the Mobility Helpdesk receiving the activation request, provided that:</p> <ul style="list-style-type: none"> (a) the Mobility Helpdesk receives the request by telephone during business hours; (b) you do not request more than 5 value added service activations or new SIM card activations at the same time; (c) the activation request relates to a mobile service that is on an existing Telstra mobile account (i.e. excludes new account creation as part of the SIM activation); (d) you have previously authorised us to activate VAS and SIM cards by telephone; (e) the request is made by your authorised representative; and (f) all Telstra systems necessary for VAS and SIM card activation are available. <p>Note: This service level target only applies to requests received by telephone.</p>
<p>Order entry</p>	<p>For 95% of orders for new mobile devices or accessories:</p> <p>entry of orders within:</p> <ul style="list-style-type: none"> • 2 hours of Telstra receiving the completed email order for a Mobility Helpdesk service provided that Telstra receives the completed email request by • 2pm (AEST) on a business day <p>Note: This service level target only applies to email orders directed to and received at your nominated email address for electronic enquiries.</p>

Part J – Enhanced Business Services

Service	Service Level Targets
<p>Mobile device delivery for up to 100 new service connections</p> <p>(For orders of mobile devices and accessories for more than new service connections we will discuss and agree a delivery time with you. This target will not apply.)</p>	<p>For delivery of 95% of new mobile devices</p> <p>Provided the Mobility Helpdesk receives your completed email order on a business day before 2.00pm (AEST):</p> <ul style="list-style-type: none"> • Delivery to Metropolitan areas – next business day following receipt of your order. • Delivery to Regional areas – within 2 business days following receipt of your order. • Delivery to Remote areas - within 5 business days following receipt of your order. <p>Note: There are no deliveries on weekends or public holidays. Next day delivery may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p> <p>This service level target only applies to email orders directed to and received at your nominated email address for electronic Mobility Helpdesk enquiries.</p>
<p>Faulty mobile device repairs</p>	<p>For 95% of faulty mobile devices (Corporate Owned Devices only):</p> <p>Repair and delivery</p> <ul style="list-style-type: none"> • in Metropolitan areas – within 11 business days from receipt of your mobile device by the Telstra Repair Centre • in all other areas – within 20 business days from receipt of your mobile device by the Telstra Repair Centre. <p>Note: There are no deliveries on weekends or public holidays.</p> <p>This service level target does not apply if:</p> <ul style="list-style-type: none"> • replacement parts are not available for your mobile device from the mobile device manufacturer; • the Mobility Helpdesk determines that your mobile device needs to be returned to the mobile device manufacturer for repair. <p>This service level target only applies to email orders directed to and received at your nominated email address for electronic Mobility Helpdesk enquiries.</p>

Part J – Enhanced Business Services

Service	Service Level Targets
Installation of in-car kits	<p>Installation during business hours (in the state where installation will take place) only:</p> <ul style="list-style-type: none"> • in Metropolitan areas – within 5 business days following receipt of your order • in all other areas – within 7 business days following receipt of your order, <p>provided that the Mobility Helpdesk receives the order by email during business hours.</p> <p>This service level target does not apply if you are not available and in attendance at the time of installation and is subject to the installers having the appointment times free to perform the car kit installs, and is subject to availability of stock..</p> <p>Note: This service level target only applies to email orders directed to and received at your nominated email address for electronic Mobility Helpdesk enquiries.</p>
Replacement of lost or stolen Corporate Owned Devices	<p>For delivery of 95% of replacement Corporate Owned Devices</p> <p>Provided that the help desk receives your order by email on a business day before 2.00pm (AEST):</p> <ul style="list-style-type: none"> • Delivery to Metropolitan areas – next business day following receipt of your order. • Delivery to Regional areas – within 2 business days following receipt of your order. • Delivery to Remote areas - within 5 business days following receipt of your order. <p>Note: There are no deliveries on weekends or public holidays. Delivery within the above timeframes may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p> <p>This service level target only applies to orders directed to and received at your nominated email address for electronic Mobility Helpdesk enquiries.</p>

22.56 We will also try, but do not promise, to meet the following service level targets for the Mobility Helpdesk for each calendar month:

Part J – Enhanced Business Services

- (a) 90% of total calls to the Mobility Helpdesk during business hours answered within 20 seconds.

22.57 The classifications of areas into the categories of Metropolitan, Regional, or Remote areas are defined in the Service Assurance section of Our Customer Terms.

Service level rebate for delayed mobile device delivery

22.58 If we do not meet at least 95% of the service level target for the delivery of mobile devices for new service connections in any calendar month, you may claim a \$20.00 (GST included) rebate for each order that was not delivered within the relevant delivery time, except where:

- (a) the mobile device model requested by you is out of stock or is not available from the manufacturer;
- (b) the mobile device model requested by you has been discontinued;
- (c) we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete;
- (d) we are unable to gain access to your site to deliver the mobile device to you for any reason beyond our reasonable control; or
- (e) our failure to meet the service level is caused by any other act beyond our reasonable control.

22.59 Any order for multiple mobile devices will be considered to be a single order for the purpose of calculating the rebate. Only multiple orders of up to 100 mobile devices are eligible for the rebate.

22.60 The rebate is not applicable if you order mobile devices through any delivery channel other than the Mobility Helpdesk.

22.61 To claim a service rebate, you must contact a Telstra Service Executive (or Account Representative) either by telephone or in writing and provide the following details:

- (a) your contact name and address;
- (b) the relevant Telstra account number/national number and/or service Number; and
- (c) the reason for dissatisfaction.

22.62 The Telstra Service Executive (or Account Representative) will send you a form which you must complete and return in order to make your claim.

22.63 If you are entitled to a rebate, you must claim the rebate by returning the claim form within 60 days of ordering the mobile device(s), otherwise you waive your right to claim the rebate.

Part J – Enhanced Business Services

- 22.64 If there is a dispute about whether we have failed to meet the service level target for the delivery of mobile devices for new service connections, the parties shall negotiate in good faith to resolve the dispute. If the parties cannot resolve the dispute, we may, on reasonable grounds and in good faith, make a final and binding decision about whether the service level target has been met.
- 22.65 The rebate will be paid to you in the form of a credit on your bill. We will credit any rebates to your bill in the next available bill cycle. The rebate is not transferable or redeemable as cash.
- 22.66 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you understand that the rebate is our sole liability for failing to meet the service level target described above.

T-MDM Platform Fault Service Levels

- 22.67 If the Availability of the T-MDM Service online web portal powered by AirWatch falls below 99.9% and you make a claim to us that this has impacted you, we will credit your account with a Service Credit in accordance with the following table.

Availability	Service Credit - % reduction of Managed Fee payable for that month
99.5 - 99.9%	2.5%
98.0 – 99.5%	5%
Less than 98.0%	7.5%

- 22.68 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, the Service Credits above are your sole and exclusive remedy in connection with the failure to achieve Availability service levels. In no event will the Service Credits payable by us in any calendar month exceed, in aggregate across all instances of non-Availability in a particular calendar month, 7.5% of the amount invoiced to you for the Managed Mobiles Solution in that month. The Service Credits are not cumulative and may not be carried from one month to the next.
- 22.69 You will receive any Service Credits due to you within thirty (30) days of the date it accrues. Service Credits will be issued once validated by us and will be allocated against the invoice for the month following the month in which they were incurred.
- 22.70 “Availability” means the percentage of minutes in a calendar month in which the T-MDM portal did not experience an Unplanned Outage in that month and is calculated in accordance with the following formula:

(Total number of minutes in the month – Aggregate minutes of Scheduled Maintenance and Unscheduled Maintenance in the month – Aggregate minutes of Unplanned Outages in the month) / (Total number of minutes in the month – Aggregate minutes of Scheduled

Part J – Enhanced Business Services

Maintenance and Unscheduled Maintenance in the month)

Where:

“Maintenance Window” means 10pm to 2am Australian Eastern Standard Time.

"Scheduled Maintenance" means the number of minutes in a month in respect of any maintenance in relation to the T-MDM portal that is performed during a properly noticed period for maintenance work or during the regular Maintenance Window. To be properly noticed, we must:

- (iii) use reasonable endeavours to provide you with not less than 5 business days' prior written notice; and
- (iv) at least provide you with 1 business day's prior written notice, of the date and time period during which the relevant maintenance work will be conducted, including during the Maintenance Window.

"Unplanned Outage" means the number of minutes in a month during which there is an inability to provide the T-MDM Service for more than four (4) consecutive minutes or more than 1 re-occurring failure per day and is caused by a defect, error or malfunction in any item of equipment, connectivity, hardware, software, configuration or service, and communications not within our control; or any unavailability of the T-MDM portal caused by an event beyond our reasonable control the T-MDM Service is not available.

Unplanned Outage does not include Scheduled Maintenance.

"Unscheduled Maintenance" means any maintenance to be performed in relation to the T-MDM portal in respect of which Telstra has not:

- (a) used reasonable endeavours to provide you with 5 business days' notice; and
- (b) provided you with at least 1 business day's prior written notice.

Additional service targets

22.71 For requests made by you using the email address for electronic Mobility Helpdesk enquiries, we will try, but do not promise, to:

- (a) add, move or change a User on the T-MDM portal within 24 business hours of your request;
- (b) process a request to lock, wipe or locate an Eligible Device within 2 business hours (subject to the Eligible Device being properly enrolled in the T-MDM portal and having an active internet connection); and
- (c) assist with enrolling a device on the T-MDM platform within 2 business hours of request (subject to the device being eligible to be enrolled on the T-MDM platform and having an active internet connection).

Part J – Enhanced Business Services

22.72 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you understand that we will try to meet the targets above but we are not liable to you if we fail to do so.

Faults

22.73 If you experience a fault with your Mobility Helpdesk service we will try to, but do not promise to, resolve the fault in accordance with the following table:

Severity Level	Interim Resolution	Final Resolution
Severity 1 Fault	We will try to respond to you within 6 hours with any interim work around(s) possible of being made aware of the fault..	We will try to resolve the issue within 24 hours of being made aware of the fault.
Severity 2 Fault	We will try to respond to you within 12 hours with any interim work around(s) possible being made aware of the fault.	We will try to resolve the issue within 5 business days of being made aware of the fault.
Severity 3 Fault	N/A	At the next software release or as mutually agreed with Telstra.

“Severity 1 Fault”: Where the T-MDM portal is unavailable, or where the T-MDM Services are not performing to the relevant specifications and this has a material impact on you, including:

- (a) problems preventing users from getting their emails or using their devices;
- (b) the inability to utilise the console to monitor or manage devices;
- (c) the inability to secure compromised devices through security functions like lock, wipe, and / or partial wipe.

“Severity 2 Fault”: Where the T-MDM portal is unavailable the T-MDM Services, or where the T-MDM Services are not performing to the relevant specifications and this has a material impact on you although the T-MDM Service remains substantially operational, including interruptions of non-critical console functions.

“Severity 3 Fault”: Where you cannot use the T-MDM Services, or where the T-MDM Services are not performing to the relevant specifications and this does not have a material impact on you, including reporting or the inability of a few individual end-users from getting their emails or using their devices.

Part J – Enhanced Business Services

22.74 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you understand that we will try to meet the targets above but we are not liable to you if we fail to do so.

This section of the Telstra Mobility Helpdesk applies to Telstra Customers who entered into a Telstra Mobility Helpdesk contract on and from 27 November 2016.

What is Telstra Mobility Helpdesk?

22.75 The Telstra Mobility Helpdesk (“**Mobility Helpdesk**”) is a mobile device management solution which provides the following throughout Australia:

- (a) Device support in Australia for compatible mobile devices owned by employees, connected to a mobile data plan from a carrier other than Telstra or is Wi-Fi only and registered on a Telstra Mobile Device Management (“**T-MDM**”) platform (“**BYOD**”). For avoidance of doubt, the SIM in a BYOD can be from any carrier but the Managed Fee for each BYOD will be billed to your Telstra account.
- (b) Repair, replacement and fault finding services for compatible mobile devices that are owned by the customer (you), purchased from Telstra, connected to a mobile data plan from Telstra and registered on a T-MDM platform (“**Corporate Owned Device**”). For avoidance of doubt, the SIM in a Corporate Owned Device can be from any carrier but the Managed Fee for each Corporate Owned Device will be billed to your Telstra account.
- (c) Service management for customer owned Telstra services (i.e. Telstra SIMs) (without a device) with a 10 digit mobile account number (“**Corporate Owned Service**”). A Corporate Owned Service can be a Telstra business mobile plan or a Telstra business data plan as approved by us from time to time.
- (d) Online Device Provisioning (“**Order Express**”) which enables employees to only view and select approved devices and accessories from a pre-determined catalogue configured by your Order Express administrator. The Order Express administrator manages employee device order approvals providing a clear approval audit trail, access to customised catalogues, the ability to upload special pricing and offers into the catalogue.
- (e) Telstra Device Enrolment Service (“**DES**”) the terms of which can be found at clause 21 of [Part J – Enhanced Business Services of the Telstra Mobiles Section of Our Customer Terms](#) and is a pre-configuration service which enables compatible devices to be pre-loaded with your company’s settings before they are dispatched to employees.

22.76 Only BYOD and Corporate Owned Devices can be registered on a T-MDM platform (“**Eligible Devices**”). A Corporate Owned Service SIM must be inserted into a BYOD or Corporate Owned Device to receive the Mobility Helpdesk service.

Part J – Enhanced Business Services

Eligibility

- 22.77 You must meet the eligibility criteria set out in these clauses 22.77 to 22.80. The Mobility Helpdesk service is not compatible with Mobile Fleet Care Plus.
- 22.78 You are only eligible to take up Mobility Helpdesk services if:
- (a) you have an ABN, ACN or ARBN;
 - (b) you are specifically invited by us to take up a Mobility Helpdesk service;
 - (c) you have taken up the T-MDM service in accordance with clause 28 of [Part G – Data Services of the Telstra Mobiles Section](#) of Our Customer Terms;
 - (d) all your Corporate Owned Services and Eligible Devices must be exclusively managed by us and not by any third party, including a dealer; and
 - (e) you must integrate compatible Microsoft Active Directory with the T-MDM platform in accordance with the pre-requisite requirements provided by Telstra (as part of the on-boarding process).
- 22.79 The Mobility Helpdesk can only provide device management and support for Eligible Devices that are turned on and connected to the internet (either via the Telstra Mobile Network or Wi-Fi).
- 22.80 Each User of the Mobility Helpdesk service (“User”) must have a compatible device as determined by us. Not all devices are compatible with the Mobility Helpdesk service. Data cards and modems are not compatible devices and do not count towards the number of Eligible Devices you have registered on a T-MDM. The full list of compatible devices is listed as “T-MDM Compatible” and can be found at <http://www.telstra.com/enterpriseclasdevices>

Cancellation and Termination

- 22.81 We may cancel your Mobility Helpdesk service on 7 days notice if you do not comply with the eligibility described in clauses 22.77 to 22.80, or as otherwise set out in your agreement with us.
- 22.82 You may cancel your Mobility Helpdesk service at any time by giving us 30 days written notice.
- 22.83 If your Mobility Helpdesk service (including your T-MDM service) is cancelled (for any reason) we will automatically:
- (a) de-register all Eligible Devices connected to a T-MDM platform; and
 - (b) delete all of your and your User’s data including user information, devices, applications, content, and settings. You are responsible for saving your data before you cancel your service.

Part J – Enhanced Business Services

22.84 For avoidance of doubt, if you cancel your Mobility Helpdesk service but wish to maintain your T-MDM service, you will need to sign up for this service separately by completing a T-MDM Application Form.

Fees and charges

22.85 You will be charged a once off set up fee of \$700 (GST incl.) for the on-boarding of the T-MDM component of the Mobility Helpdesk.

22.86 Each month, we will charge you \$9.50 (GST incl.) per registered Eligible Device (“**Managed Fee**”) for the Mobility Helpdesk service.

22.87 The charges for your Mobility Helpdesk service are in addition to any fees or charges payable by you for:

- (a) your mobile devices and plans;
- (b) any other services you may have (including Telstra Mobile Device Management service under clause 28 of [Part G – Data Services of the Telstra Mobiles Section](#) of Our Customer Terms).

22.88 The Managed Fee will be calculated based on the number of Eligible Devices you have registered on the T-MDM platform for that month in accordance with clause 28 of [Part G – Data Services of the Telstra Mobiles Section](#) of Our Customer Terms.

22.89 For the use of the Mobility Helpdesk service outside of Australia, International Roaming charges apply (see [Part I – Heading Overseas \(International Roaming\)](#) section of Our Customer Terms for more details).

On-boarding of the Mobility Helpdesk

22.90 On-boarding of the Mobility Helpdesk service includes us undertaking the following items as required:

- (a) integrating the T-MDM platform with your Microsoft Active Directory, provided you meet all pre-requisite connectivity requirements as provide by Telstra;
- (b) setting up profiles for the company policies specified by you which determines the device settings, compliance rules and features of each Eligible Device registered on T-MDM Platform;
- (c) creating and uploading an Apple Push Notification Service certificate for Apple devices;
- (d) configuring system generated messages, such as enrolment message, enrolment terms of use and compliance messages;
- (e) configuring device agent settings to support GPS;

Part J – Enhanced Business Services

- (f) enabling and configuring telecom management features to assist you monitor data usage;
- (g) setting up your enterprise application store; and
- (h) setting up compliance policies for compromise status, applications, roaming and data usage.

22.91 On-boarding does not include troubleshooting device settings or configuration of company approved applications.

22.92 The On-boarding process can take 4-6 weeks depending on your requirements and internal change management processes which may incur additional delay.

22.93 Before you can use Mobility Helpdesk service, you must complete and execute a document which will define your specific requirements and how we will setup the T-MDM platform for you. We will supply you with this document and explain the information required from you.

Registering your Eligible Devices on the T-MDM platform

22.94 To register new compatible devices on the T-MDM platform, the User will need to download T-MDM software (“**T-MDM app**”) on their mobile device from the App Store, enter their company email address and company password into the T-MDM app and accept any company terms and conditions.

22.95 If a User is having issues downloading the T-MDM app or registering their compatible device on the T-MDM platform, they can contact the Mobility Helpdesk for support.

22.96 The Mobility Helpdesk service will be automatically applied to all Eligible Services you have registered on the T-MDM platform.

Mobility Helpdesk features

22.97 The available features and functions of the Mobility Helpdesk service may vary depending on:

- (a) whether you have Corporate Owned Services and Corporate Owned Devices;
- (b) whether you have Eligible Devices (without Corporate Owned Services); and
- (c) the type of Eligible Device that is used. Some of the features of the Mobility Helpdesk service may include us remotely monitoring your devices, changing settings on devices, installing software on devices and sending messages to devices. Not all features/functions are compatible with all Eligible Devices. Features/functions may be enhanced over time.

22.98 The Mobility Helpdesk will including the following services:

Part J – Enhanced Business Services

Feature	Description	Eligibility
Onboarding	We will undertake onboarding services as described in clause 22.16.	Eligible Devices
Configuring Devices	We will assist employees in connecting their devices to company resources (eg, company email, intranet, company specific apps) by providing support for: <ul style="list-style-type: none"> • registering devices and un-registering Eligible Devices; • installing approved company applications (but not the configuration of these applications); • making adds, moves and changes to company policies on Eligible Devices; and • providing access to self-service for staff. 	Eligible Devices
Security Management	We will ensure all Eligible Devices have the necessary security settings and/or apps required by your company policies. If a User’s Eligible Devices is lost or stolen a User can request the Mobility Helpdesk to lock or wipe the data from an Eligible Device if it is connected to the internet.	Eligible Devices
Service Reporting	You can access reports through T-Analyst (see clause 22.36).	Corporate Owned Services
Asset Management	You can access reports through the T-MDM portal that lists all the Eligible Devices registered and details of those devices including: <ul style="list-style-type: none"> • Make/Model • User’s name • Operating system 	Eligible Devices
Change Management	See clauses 22.44 to 22.45 for change procedures based on whether you have a T-MDM Shared Platform.	Eligible Devices
Order Management	We will provide you with an online software package (Order Express) for you to coordinate your mobile service requests (which may include orders for new mobile services, activation requests, change requests and disconnection requests).	Corporate Owned Services

Part J – Enhanced Business Services

Feature	Description	Eligibility
	You may order new mobile services, including mobile devices and accessories via Order Express. Note, these will be charged in addition to your Mobility Helpdesk service.	
Mobile Device Repair Management	We will manage the repair and service of Corporate Owned Devices that you have purchased from Telstra as outlined in clauses 22.37 to 22.43.	Corporate Owned Devices
Problem Management	We will manage and coordinate the resolution of problems relating to your Corporate Owned Devices and Corporate Owned Services and accessories by: <ul style="list-style-type: none"> • managing the reported problem; • performing problem diagnosis; • liaising with our technical areas as needed; • on request, providing you with updates on the status of your request; • confirming completion of your request. 	Corporate Owned Devices and Corporate Owned Services
Service Barring	Upon request, the Mobility Helpdesk can arrange: <ul style="list-style-type: none"> • temporary call barring for your Telstra services(s), including call barring for international calls; and • the temporary suspension of services and manage the activation and delivery of a replacement SIM card. 	Corporate Owned Devices

Contacting the Mobility Helpdesk

22.99 We will allocate you:

- (a) a 1800 number that is specific to your organisation for calls within Australia. We will answer all calls within Australia to the Mobility Helpdesk in your organisation's name; and
- (b) a dedicated email address specific to your organisation for electronic Mobility Helpdesk enquiries.

22.100 On request, we will supply a number to you for international calls to the Mobility Helpdesk.

22.101 Any requests to change your company policies, settings or applications must be made to the Mobility Helpdesk by your nominated representative. We may require that your nominated representative confirm certain requests in writing.

22.102 If we believe that there is a genuine emergency or life threatening event, the Mobility Helpdesk may activate a service request or order that is not made by your nominated

Part J – Enhanced Business Services

representative. You agree that we may activate a service request in these circumstances. Your nominated representative will be notified if this occurs.

22.103 Your Users can make direct requests to the Mobility Helpdesk where it impacts their Corporate Owned Service or Eligible Device.

Mobility Helpdesk hours

22.104 You may log requests with the Mobility Helpdesk 24 hours a day 7 days a week, but only limited support will be provided outside business hours as outlined in clause 22.33. The full range of support will be available in relation to your Mobility Helpdesk service during business hours.

22.105 We will log any other items reported outside business hours and refer those items for further action during business hours on the next business day.

business hours means 8am to 6pm in the Australian state or territory from which you make contact with the Mobility Helpdesk, on business days.

22.106 During business hours, the Mobility Helpdesk will provide support in relation to:

- (a) registering/de-registering Eligible Devices on the T-MDM portal;
- (b) installing approved company applications on Eligible Devices (but not the configuration of these applications);
- (c) resolving problems with T-MDM features/functions not working as designed;
- (d) Eligible Devices connectivity;
- (e) locking and wiping Eligible Devices;
- (f) making adds, moves and changes to company policies on the T-MDM platform;
- (g) troubleshooting integration problems with the T-MDM platform and your compatible IT systems; and
- (h) troubleshooting Order Express features and functions issues.

22.107 Outside business hours your Mobility Helpdesk will only provide support in relation to the following:

- (a) service barring and unbarring (including for lost and stolen Corporate Owned Service);
- (b) PUK code resets on Corporate Owned Services;
- (c) temporary service suspensions on Corporate Owned Services;

Part J – Enhanced Business Services

- (d) applying calling diversions on Corporate Owned Services;
- (e) applying international roaming capability and international MessageBank on Corporate Owned Services;
- (f) initial fault diagnosis for network and mobile device faults on Corporate Owned Devices; and
- (g) faults and connectivity issues with the T-MDM platform.

22.108 The following support is not included with the Mobility Helpdesk service:

- (a) training or demonstrations;
- (b) customer premise equipment configuration;
- (c) configuration or troubleshooting of device apps; and
- (d) customer/third party settings on the devices that are not working.

22.109 If you use an Eligible Device overseas then we may only be able to provide limited support to you.

Service Reporting

22.110 You will have access to online asset reporting via T-Analyst, an online billing, reporting and analytics tool which allows you to view, analyse and provide reports from your Telstra bills. T-Analyst allows you to:

- (a) Review billing and usage data – T-Analyst provides up to thirteen months of current and historical information and can be downloaded and stored;
- (b) View standard reports – view, download and analyse reports in multiple formats including PDF or CSV for offline use;
- (c) Create custom reports – reports specific to your needs, apply custom filters to reports to find specific information; and
- (d) Allocate charges among cost centres – customised hierarchies align costs to your company's structure, so you can allocate costs.

Mobile Device Repair Management for Corporate Owned Devices

22.111 If you believe that you have a fault with your Corporate Owned Devices, you can contact the Mobility Helpdesk.

22.112 We will undertake a preliminary assessment over the phone. If we cannot fix your Corporate Owned Devices over the phone we will arrange for your device to be returned to us so that we can inspect it.

Part J – Enhanced Business Services

- 22.113 If we inspect your Corporate Owned Device and determine that there is no fault, then we may charge you the reasonable costs we have incurred.
- 22.114 If we do find a fault and your Corporate Owned Device is still under warranty, we will either repair and return it, or replace it.
- 22.115 If we do find a fault, but your Corporate Owned Device is out of warranty, we will give you an estimate of how much it will cost to repair. If you decide not to proceed we may charge you the reasonable costs we have incurred.
- 22.116 If you decide to proceed with repair of a Corporate Owned Device that is out of warranty, we will tell you the price for completing the repairs when the repairs are complete.
- 22.117 The time taken for repair and return of Corporate Owned Devices will differ on a case by case basis.

T-MDM Platform change management

- 22.118 The T-MDM Shared Platform may be upgraded from time to time. We will provide your nominated representative with 5 business days' notice of our intent to upgrade the T-MDM shared platform.
- 22.119 If you have a T-MDM Shared Platform, we will notify you when new features/functions are available. We will discuss these features with you to determine what changes (if any) are required to your company policies and when you would like these features available to Users.

Your responsibilities when using the Mobility Helpdesk service

- 22.120 You must nominate a person who has the authority to contact us in relation to your Mobility Helpdesk service, and make requests for orders, activations and changes (“**nominated representative(s)**”). You must provide proof that your nominated person(s) are your nominated representative(s) and have the authority to remotely manage your Users' Eligible Devices in all respects. You agree that you are responsible for any changes your nominated representative(s) ask us to make.
- 22.121 We will have access to the content stored on each Eligible Device including the private information of your Users and third parties, such as mobile numbers, applications on devices, information stored on the Eligible Device, a record of data usage, names, email addresses and locations. We and our partners may use and disclose information about you and your Users in accordance with Telstra's Privacy Statement located at http://www.telstra.com.au/privacy/privacy_statement.html. You must inform each User of the information we will have access to and how we may use and disclose it.
- 22.122 You consent to us and our related bodies corporate accessing, using and disclosing the private information of your Users and third parties to enable us to provide the Mobility Helpdesk service to you.

Part J – Enhanced Business Services

22.123 You agree to procure the consent of your Users of each Eligible Device for us to access, use and disclose the private information of your Users and third parties to enable us to provide the Mobility Helpdesk service to you.

22.124 You and each of your individual Users must not engage in conduct which is unlawful, fraudulent or negligent while using the Mobility Helpdesk service. You are responsible for the conduct of your nominated representative(s) and each User, or any other user, who uses the Mobility Helpdesk service.

Additional obligations and acknowledgements

22.125 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms in relation to our provision of the Mobility Helpdesk service, while we will use reasonable care and skill in providing the Mobility Helpdesk service:

- (a) you must test any settings or software before they are sent to your Users' Eligible Devices over the T-MDM portal;
- (b) we do not warrant that the Mobility Helpdesk service will meet all of your or your Users' requirements or expectations;
- (c) we do not warrant or represent that the T-MDM portal is free from errors or omissions, programming bugs or viruses, or secure; and
- (d) our ability to provide the Mobility Helpdesk service relies on the availability of the T-MDM portal. The availability of the T-MDM portal may be subject to numerous factors, including routine maintenance and factors outside our control (such as malfunction in equipment or software, Internet access difficulties, or delay or failure of transmission). Accordingly, we do not warrant or represent that the availability of the T-MDM portal will be continuous or uninterrupted, that any defects will be corrected, or that the T-MDM portal or server that makes it available are free of viruses.

22.126 You may have non-excludable rights under consumer protection laws in relation to the Mobility Helpdesk service. If there is an issue or defect with your T-MDM service, we will fix the issue or defect, replace the relevant part of the service, or resupply the service (as applicable). Subject to the preceding sentence, any non-excludable rights and the Australian Consumer Law provisions in the General Terms of Our Customer Terms:

- (a) we exclude all liability in tort (including negligence), contract, statute or otherwise for any loss, expenses or damage, incurred by you, your Users or a third party in connection with the provision of the Mobility Helpdesk service, including (but not limited to) any:
 - (i) liability for illness, personal injury or death to you, your employees, agents and contractors;
 - (ii) loss or damage that was not reasonably foreseeable;

Part J – Enhanced Business Services

- (iii) loss or damage that was caused by your breach of contract or your negligence; and
- (iv) loss or damage caused by events outside our reasonable control (such as a malfunction in equipment or software, Internet access difficulties or delay or failure of transmission);
- (b) we exclude all other warranties, rights and remedies you would otherwise be entitled to at law; and
- (c) if we breach any such non-excludable rights, and it is fair and reasonable to do so, we limit our liability to correcting any error in relation to the T-MDM portal or the provision of the Mobility Helpdesk service (as applicable).

22.127 You must take reasonable steps to minimise the extent of any loss or damage you may suffer as a result of the provision of the Mobility Helpdesk service.

22.128 Your use of the T-MDM Service is also subject to the following provisions set out in T-MDM, clauses 27.66 to 27.77 of [Part G – Data Services section of Our Customer Terms](#).

Service Level Targets

22.129 We will try, but do not promise, to meet the following service level targets for Corporate Owned Services and Corporate Owned Devices.

Service	Service Level Targets
<p>Value Added Service (VAS) activation and SIM card activation on existing customer account (not including delivery or new account creation)</p> <p>For the purpose of this service level target, a value added service is any non-standard mobile service or feature which we can activate at your request.</p>	<p>Activation of VAS and SIM card within 2 hours of the Mobility Helpdesk receiving the activation request, provided that:</p> <ul style="list-style-type: none"> (a) the Mobility Helpdesk receives the request by telephone during business hours; (b) you do not request more than 5 value added service activations or new SIM card activations at the same time; (c) the activation request relates to a mobile service that is on an existing Telstra mobile account (i.e. excludes new account creation as part of the SIM activation); (d) you have previously authorised us to activate VAS and SIM cards by telephone; (e) the request is made by your authorised representative; and (f) all Telstra systems necessary for VAS and SIM card activation are available. <p>Note: This service level target only applies to requests received by telephone.</p>

Part J – Enhanced Business Services

Service	Service Level Targets
Order entry	<p>For 95% of orders for new mobile devices or accessories:</p> <p>entry of orders within:</p> <ul style="list-style-type: none"> • 2 hours of the request being processed in Order Express for a service provided that Telstra receives the request by 2pm (AEST) on a business day <p>Note: This service level target only applies to orders submitted via Order Express by an authorised user.</p>
Mobile device delivery for up to 100 new service connections	<p>For delivery of 95% of new mobile devices</p> <p>Provided the Order Express request is processed on a business day before 2.00pm (AEST):</p> <ul style="list-style-type: none"> • Delivery to Metropolitan areas – next business day following receipt of your order. • Delivery to Regional areas – within 2 business days following receipt of your order. • Delivery to Remote areas - within 5 business days following receipt of your order. <p>Note: There are no deliveries on weekends or public holidays. Next day delivery may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p> <p>This service level target only applies to orders submitted via Order Express by an authorised user.</p>

Part J – Enhanced Business Services

Service	Service Level Targets
Faulty mobile device repairs	<p>For 95% of faulty mobile devices (Corporate Owned Devices only):</p> <p>Repair and delivery</p> <ul style="list-style-type: none"> • in Metropolitan areas – within 11 business days from receipt of your mobile device by the Telstra Repair Centre • in all other areas – within 20 business days from receipt of your mobile device by the Telstra Repair Centre. <p>Note: There are no deliveries on weekends or public holidays.</p> <p>This service level target does not apply if:</p> <ul style="list-style-type: none"> • replacement parts are not available for your mobile device from the mobile device manufacturer; • the Mobility Helpdesk determines that your mobile device needs to be returned to the mobile device manufacturer for repair. <p>This service level target only applies to email orders directed to and received at your nominated email address for electronic Mobility Helpdesk enquiries.</p>
Replacement of lost or stolen Corporate Owned Devices	<p>For 95% of orders for new mobile devices (ordered as replacements), order will be processed within 2 hours of entry into Order Express provided that Telstra receives the request by 2pm (AEST) on a business day.</p> <p>Note: This service level target only applies to orders submitted via Order Express by an authorised user.</p>

22.130 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will also try, but do not promise, to meet the following service level targets for the Mobility Helpdesk for each calendar month:

- (a) 90% of total calls to the Mobility Helpdesk during business hours answered within 20 seconds.

22.131 The classifications of areas into the categories of Metropolitan, Regional, or Remote areas are defined in the Service Assurance section of Our Customer Terms.

Service level rebate for delayed mobile device delivery

22.132 If we do not meet at least 95% of the service level target for the delivery of mobile devices for new service connections in any calendar month, you may claim a \$20.00 (GST included) rebate for each order that was not delivered within the relevant delivery time, except where:

Part J – Enhanced Business Services

- (a) the mobile device model requested by you is out of stock or is not available from the manufacturer;
- (b) the mobile device model requested by you has been discontinued;
- (c) we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete;
- (d) we are unable to gain access to your site to deliver the mobile device to you for any reason beyond our reasonable control; or
- (e) our failure to meet the service level is caused by any other act beyond our reasonable control.

22.133 Any order for multiple mobile devices will be considered to be a single order for the purpose of calculating the rebate. Only multiple orders of up to 100 mobile devices are eligible for the rebate.

22.134 The rebate is not applicable if you order mobile devices through any delivery channel other than the Mobility Helpdesk.

22.135 To claim a service rebate, you must contact a Telstra Service Executive (or Account Representative) either by telephone or in writing and provide the following details:

- (a) your contact name and address;
- (b) the relevant Telstra account number/national number and/or service Number; and
- (c) the reason for dissatisfaction.

22.136 The Telstra Service Executive (or Account Representative) will send you a form which you must complete and return in order to make your claim.

22.137 If you are entitled to a rebate, you must claim the rebate by returning the claim form within 60 days of ordering the mobile device(s), otherwise you waive your right to claim the rebate.

22.138 If there is a dispute about whether we have failed to meet the service level target for the delivery of mobile devices for new service connections, the parties shall negotiate in good faith to resolve the dispute. If the parties cannot resolve the dispute, we may, on reasonable grounds and in good faith, make a final and binding decision about whether the service level target has been met.

22.139 The rebate will be paid to you in the form of a credit on your bill. We will credit any rebates to your bill in the next available bill cycle. The rebate is not transferable or redeemable as cash.

22.140 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you understand that the rebate is our sole liability for failing to meet the service level target described above.

Part J – Enhanced Business Services

T-MDM Platform Fault Service Levels

22.141 If the Availability of the T-MDM Service online web portal powered by AirWatch falls below 99.9% and you make a claim to us that this has impacted you, we will credit your account with a Service Credit in accordance with the following table.

Availability	Service Credit - % reduction of Managed Fee payable for that month
99.5 - 99.9%	2.5%
98.0 – 99.5%	5%
Less than 98.0%	7.5%

22.142 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, the Service Credits above are your sole and exclusive remedy in connection with the failure to achieve Availability service levels. In no event will the Service Credits payable by us in any calendar month exceed, in aggregate across all instances of non-Availability in a particular calendar month, 7.5% of the amount invoiced to you for the Managed Mobiles Solution in that month. The Service Credits are not cumulative and may not be carried from one month to the next.

22.143 You will receive any Service Credits due to you within thirty (30) days of the date it accrues. Service Credits will be issued once validated by us and will be allocated against the invoice for the month following the month in which they were incurred.

22.144 “Availability” means the percentage of minutes in a calendar month in which the T-MDM portal did not experience an Unplanned Outage in that month and is calculated in accordance with the following formula:

$$\frac{\text{(Total number of minutes in the month – Aggregate minutes of Scheduled Maintenance and Unscheduled Maintenance in the month – Aggregate minutes of Unplanned Outages in the month)}}{\text{(Total number of minutes in the month – Aggregate minutes of Scheduled Maintenance and Unscheduled Maintenance in the month)}}$$

Where:

“Maintenance Window” means 10pm to 2am Australian Eastern Standard Time.

"Scheduled Maintenance" means the number of minutes in a month in respect of any maintenance in relation to the T-MDM portal that is performed during a properly noticed period for maintenance work or during the regular Maintenance Window. To be properly noticed, we must:

- (v) use reasonable endeavours to provide you with not less than 5 business days’ prior written notice; and

Part J – Enhanced Business Services

- (vi) at least provide you with 1 business day’s prior written notice, of the date and time period during which the relevant maintenance work will be conducted, including during the Maintenance Window.

"Unplanned Outage" means the number of minutes in a month during which there is an inability to provide the T-MDM Service for more than four (4) consecutive minutes or more than 1 re-occurring failure per day and is caused by a defect, error or malfunction in any item of equipment, connectivity, hardware, software, configuration or service, and communications not within our control; or any unavailability of the T-MDM portal caused by an event beyond our reasonable control the T-MDM Service is not available. Unplanned Outage does not include Scheduled Maintenance.

"Unscheduled Maintenance" means any maintenance to be performed in relation to the T-MDM portal in respect of which Telstra has not:

- (a) used reasonable endeavours to provide you with 5 business days’ notice; and
- (b) provided you with at least 1 business day’s prior written notice.

Additional service targets

22.145 For requests made by you using the email address for electronic Mobility Helpdesk enquiries, we will try, but do not promise, to:

- (a) add, move or change a User on the T-MDM portal within 24 business hours of your request;
- (b) process a request to lock, wipe or locate an Eligible Device within 2 business hours (subject to the Eligible Device being properly enrolled in the T-MDM portal and having an active internet connection); and
- (c) assist with enrolling a device on the T-MDM platform within 2 business hours of request (subject to the device being eligible to be enrolled on the T-MDM platform and having an active internet connection).

22.146 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you understand that we will try to meet the targets above but we are not liable to you if we fail to do so.

Faults

22.147 If you experience a fault with your Mobility Helpdesk service we will try to, but do not promise to, resolve the fault in accordance with the following table:

Severity Level	Interim Resolution	Final Resolution
Severity 1	We will try to respond to you within 6	We will try to resolve the issue

Part J – Enhanced Business Services

Fault	hours with any interim work around(s) possible of being made aware of the fault..	within 24 hours of being made aware of the fault.
Severity 2 Fault	We will try to respond to you within 12 hours with any interim work around(s) possible being made aware of the fault.	We will try to resolve the issue within 5 business days of being made aware of the fault.
Severity 3 Fault	N/A	At the next software release or as mutually agreed with Telstra.

“Severity 1 Fault”: Where the T-MDM portal is unavailable, or where the T-MDM Services are not performing to the relevant specifications and this has a material impact on you, including:

- (a) problems preventing users from getting their emails or using their devices;
- (b) the inability to utilise the console to monitor or manage devices;
- (c) the inability to secure compromised devices through security functions like lock, wipe, and / or partial wipe.

“Severity 2 Fault”: Where the T-MDM portal is unavailable the T-MDM Services, or where the T-MDM Services are not performing to the relevant specifications and this has a material impact on you although the T-MDM Service remains substantially operational, including interruptions of non-critical console functions.

“Severity 3 Fault”: Where you cannot use the T-MDM Services, or where the T-MDM Services are not performing to the relevant specifications and this does not have a material impact on you, including reporting or the inability of a few individual end-users from getting their emails or using their devices.

22.148 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you understand that we will try to meet the targets above but we are not liable to you if we fail to do so.

23. Telstra Mobile Network Security (T-MNS)

Terms and conditions for your T-MNS service

23.1 Telstra Mobile Network Security ("**T-MNS**") monitors Telstra business postpaid mobile services with a 10 digit account number where those services are used in a mobile device that are connected and remain connected to the Telstra Mobile Network and has mobile data access ("**Eligible Service**"). T-MNS monitors data packets and network signalling of Eligible Services and matches this traffic to known malware signatures ("**Security Threat**"). When a Security Threat is identified for an Eligible Service,

Part J – Enhanced Business Services

Telstra will publish an alert on a web portal with details of that Security Threat for you to access and review (“**Alert**”).

- 23.2 You can purchase T-MNS through OrderExpress, a Telstra web portal. You must login to OrderExpress using the Telstra login provided to you and purchase T-MNS online.

Eligibility

- 23.3 To be eligible to take up T-MNS, you must have:

- (a) an ABN, ACN or ARBN,
- (b) at least one Eligible Service; and
- (c) a login to OrderExpress,

(“**Eligible Customer**”).

Sign-up process

- 23.4 To access OrderExpress you must complete, sign and submit an online application form with a nominated 10 digit Telstra mobile account number and you will receive a welcome email with login information to your nominated person(s). You agree that you are responsible for any changes your nominated representative(s) makes through OrderExpress.
- 23.5 Once you receive your login details, you can place an online order for T-MNS and nominate the Eligible Services to be monitored by T-MNS. Once submitted, we will check this order and provision the T-MNS services to your selected Eligible Services. Provisioning can take up to 24 hours after which time the Eligible Services will appear in your OrderExpress.

Using the T-MNS service

- 23.6 The T-MNS service will monitor Eligible Services when those services are used in any mobile device using mobile data connected to the Telstra Mobile Network and are sending/receiving mobile data.
- 23.7 The T-MNS monitors the Eligible Service through the Telstra Mobile Network so no configuration or setup is required on mobile devices.
- 23.8 The OrderExpress portal allows you to:
- (a) view all Eligible Services being monitored;
 - (b) See Alerts when security threats are detected; and
 - (c) to setup rules for how End Users and other support teams are notified of a Security Threat.

Part J – Enhanced Business Services

- 23.9 You must not, and must ensure that each of your End Users does not, use your T-MNS service to engage in conduct which is unlawful, fraudulent or negligent. You are responsible for the conduct, acts and omissions of:
- (a) your nominated representative(s);
 - (b) each of your End Users; and
 - (c) any other person,
- when they are using T-MNS.

23.10 You acknowledge and agree, and it is a condition of using T-MNS, that you are purchasing this service for your own use or for providing telecommunications and/or data services to your authorised employees or contractors (“**End Users**”) and not with the intention to resell it to third parties.

Optional Features Available

- 23.11 If you have also subscribed to the Telstra Mobile Device Management shared platform, the following capabilities are available to you at no additional cost:
- (a) A Zimperium threat detection application can be downloaded by your End Users on compatible mobile devices. This application will provide an additional level of monitoring where devices may be using Wi-Fi networks; and
 - (b) Automated Mobile Device Management actions can be taken when an Alert occurs eg disable company email access on the mobile device.
- 23.12 As part of your sign up process you can request access to an application programmable interface (API) to integrate the Telstra Mobile Network detection capabilities with your own security systems. There is no additional cost for API access, but all development integration is at your expense.

Fees

23.13 The following Fees apply for T-MNS service and are chargeable monthly in advance:

	Monthly Fees (excluding GST)	Monthly Fees (including GST)
Monthly Base Fee (charged monthly in advance)]	\$1,363.63 per customer per month	\$1,500 per customer per month (inc GST)
Service Fee (charged monthly in arrears)	32c per Eligible Service per month	35c per Eligible Service per month (inc GST)

Part J – Enhanced Business Services

For example, where a customer requests that 1000 Eligible Services are monitored for mobile security, the following fees would apply each month:

Monthly Base Fee = \$1,500 per month (inc GST)

Service Fee = 35c * 1000 = \$350 per month (inc GST)

Total Fees payable = \$1,850 per month (inc GST)

Term and Termination

- 23.14 The T-MNS service is a casual month-to-month service and there are no early termination fees if you cancel your service. You must pay for any costs incurred up to the point of cancellation.
- 23.15 If you wish to cancel your T-MNS service you must provide us with at least 24 hours notice of termination.
- 23.16 We and/or Alcatel-Lucent may terminate your access to the T-MNS service, if you violate these terms or fail to pay for the service.
- 23.17 Immediately upon termination, you must stop using the T-MNS service and all related materials, and either return them to Telstra or destroy all copies. On request, you must provide us with satisfactory evidence that all copies not returned have been destroyed, including partial copies and related materials.

Support for the T-MNS service

- 23.18 We provide email support during business hours 8am to 6pm weekdays, excluding national public holidays.
- 23.19 Support includes:
- (a) assistance using OrderExpress (eg difficulties logging in);
 - (b) queries about missing information relating to Alerts; and
 - (c) queries about false positive Alerts received.
- 23.20 We will not assist with clearing of Security Threats from devices, troubleshooting mobile device issues or providing security training to you. We will not provide assistance to End Users.

Device monitoring detection

- 23.21 To monitor your Eligible Services, we:
- (a) analyse all mobile data packets to and from the End User device; and
 - (b) analyse the signalling being used by the End User device.

Part J – Enhanced Business Services

- 23.22 Where data packets or network signalling matches a known malware signature a copy of the data packets and signalling is made at that time and used to generate an Alert.
- 23.23 We only collect and store data required to provide Alerts to you. All other End User usage and history such as browsing history, call and messaging history is not monitored or stored.
- 23.24 In the case where an Eligible Service is being used as a Wi-Fi hotspot, other tethered devices connecting to that hotspot may have malware installed. In this case we will use best endeavours to advise you that a device is being used as a Wi-Fi hotspot and you can decide whether to investigate further.

Notifying End Users of a Security Threat

- 23.25 If you wish to notify an End User of a Security Threat, you can send the Eligible Service a customised, pre-written SMS with instructions on how to mitigate the Security Threat.
- 23.26 Where you decide to notify an End User of a Security Threat by SMS, that End User will only receive the SMS notification if they have an SMS-compatible device and are in a Telstra mobile Network coverage area. End Users with non-SMS compatible devices must register an email address in order to receive notifications from you about a Security Threat.

Your obligations and acknowledgements

- 23.27 It is your responsibility to obtain consent from each End User of an Eligible Service that they agree to be monitored before adding an End User to the T-MNS service. Telstra will not notify the End User that they are being monitored. If requested by Telstra, you must provide evidence of End User consent for each Eligible Service.
- 23.28 Subject the Australian Consumer Law provisions in the General Terms of Our Customer Terms in relation to our provision of the T-MNS service, while we will use reasonable care and skill in providing T-MNS:
- (a) you must test any automated actions configured on OrderExpress and provide advanced notice to End Users before enabling any features that can impact End Users;
 - (b) you are responsible for ensuring that only authorised person(s) are provided login access to OrderExpress and you are responsible for all orders put through OrderExpress using your login regardless of whether or not you authorised the order;
 - (c) we do not warrant that T-MNS will provide Alerts for all malware or security threats; and
 - (d) the availability of OrderExpress may be subject to numerous factors, including routine maintenance and factors outside our control (such as malfunction in equipment or software, Internet access difficulties, or delay or failure of transmission). Accordingly, we do not warrant or represent that the availability of

Part J – Enhanced Business Services

OrderExpress will be continuous or uninterrupted, that any defects will be corrected.

End-User Licence Agreement (EULA)

23.29 You and your End Users' use of the T-MNS service is also subject to the following provisions set out in clauses 23.29 to 23.48 below ("**End User Licence Agreement**" or "**EULA**").

23.30 The following definitions apply to this End User Licence Agreement:

- (a) "**Documentation**" means only those written user guides, specifications, and manuals supplied or made available to you by Telstra or its licensors, that set forth the specifications for the Software and/or explain, facilitate, or instruct in the use of the Software, as such may be updated by Telstra or its licensors from time to time. Documentation specifically excludes, without limitation, marketing, advertising, sales, and promotional materials and any oral or email communications regarding Software capabilities or specifications.
- (b) "**Embedded Software**" means any software provided as an included part of the Software that is owned by one or more third parties and licensed to Telstra or its licensors.
- (c) "**Enhancements**" means (i) any revision, amendment, or modification to the Software requested by you for which you may or may not pay an agreed-upon fee to develop and provide such revision, amendment, or modification and/or (ii) Enhancements that are generally distributed by Telstra or its licensors to users who are current on maintenance services, in its sole discretion.
- (d) "**Licensed Material**" means any of the materials that are proprietary to Alcatel-Lucent (or any of its affiliates or group companies) that are provided to you and your End Users as part of the T-MNS service.
- (e) "**Product**" means the T-MNS service provided to you by Telstra.
- (f) "**Software**" means proprietary software supplied by Alcatel-Lucent Australia Limited ACN 000 005 363 in machine-readable, object code form only and includes the T-MNS service and any software related to T-MNS, including (i) the Embedded Software, if any, (ii) any Updates made available to you pursuant to any maintenance services purchased by you, and (iii) Enhancements, if any.
- (g) "**Updates**" means error corrections, patches, bug fixes, new releases, new versions, and updates of the Software that are generally made available by Telstra or its licensors, and may contain substantial new features, functions of performance, and/or extensions or improvements of capabilities, provided, however, that to the extent that Telstra or its licensors, for a fee, offers to users generally (including those users who have purchased maintenance services) any new products, such products will not be included in the definition of Updates.

Part J – Enhanced Business Services

- 23.31 Under the EULA, you have a non exclusive, non transferable, non sub-licensable, indivisible licence to use Software in object code form only and the furnished Documentation for the operation of such Software.
- 23.32 If the Software is provided together with a Product, it may only be used in connection with such Product.
- 23.33 You and your End Users receive no title or ownership rights to the Licensed Materials, and all such rights shall remain with Alcatel-Lucent or its Third Party licensors, as the case may be.
- 23.34 You must comply with all supply, export, import and re-export laws and regulations of France, the United States of America, and of the countries of origin of the Licensed Materials and all countries where the Licensed Materials are used, imported, exported or re-exported.
- 23.35 You must treat Licensed Materials as proprietary and a trade secret of Alcatel-Lucent or its Third Party licensors, which obligation survives any expiration or termination of this EULA.
- 23.36 You must not, and ensure your End Users do not, remove from the Licensed Materials any of the trademarks, trade names, logos, patent or copyright notices or markings to the Licensed Materials.
- 23.37 You must not make Licensed Materials or any parts of either (including any methods or concepts utilized or expressed therein) available to any person except to your End Users on a “need to know” basis, always provided that you shall cause such End Users to comply with the terms and conditions of this EULA.
- 23.38 You must not make any copies of Licensed Materials or parts of either, except for archival backup purposes, and when making such permitted copies, shall transfer to any such copy any trademarks, copyright markings and other proprietary markings on the Licensed Materials.
- 23.39 You must not reverse engineer, decompile, translate, adapt, arrange, error correct or otherwise alter the Licensed Materials.
- 23.40 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you acknowledge that there is no warranty that operation of Licensed Materials will be uninterrupted or error free or that Licensed Materials will meet your specific requirements.

Restrictions on Use

- 23.41 Alcatel-Lucent’s Software intended for standard commercial uses. Without the appropriate network design engineering and the prior written consent of Alcatel-Lucent through Telstra, Software must not be used in any hazardous environments requiring fail-safe performance, including, but not limited to, aircraft navigation or communication systems, air traffic control, in the operation of nuclear facilities, direct life support machines or defence systems, in which the failure of products could lead

Part J – Enhanced Business Services

directly to death, personal injury, or severe physical or environmental damage. You agree to defend and hold Alcatel-Lucent harmless from any claims against Alcatel-Lucent for loss, cost, damage, expense or liability (**Loss**) that arise naturally (that is, according to the usual course of things) from the claim, where such claim arises out of or in connection with the use, sale or other distribution of the Software in such applications, except to the extent the claim is caused or contributed to by us or Alcatel-Lucent.

Payment and Audit Rights

- 23.42 Each licence is subject to payment of the relevant licence fee and compliance with clause 23.13 above.
- 23.43 On request, you must grant Telstra and/or Alcatel-Lucent remote access to your systems and tools with sufficient privileges as reasonably required by Telstra and/or Alcatel-Lucent in order to verify use of the Licensed Materials in compliance with licence fees paid.

General Terms

- 23.44 Your contractual rights for any warranties or damages are according to the contractual agreement between you and Telstra. This EULA does not entitle you to pursue any claim against Alcatel-Lucent.
- 23.45 You must not assign any rights or delegate any obligations hereunder without the prior written consent of Alcatel-Lucent obtained through Telstra. Any purported assignment of rights or delegation of obligations in violation of this paragraph is void.
- 23.46 The EULA may not be changed except by an amendment signed by the duly authorised representatives of each of the parties. The same applies for changes to this clause.
- 23.47 Your obligations under the EULA, including but not limited to the obligations to protect the interests of Alcatel-Lucent and/or its third party licensors, must survive expiration and/or termination of the EULA.
- 23.48 You acknowledge and agree that: (1) Alcatel-Lucent is an intended third party beneficiary of the EULA, (2) Alcatel-Lucent is allowing you to obtain and use the Licensed Materials under the EULA on the condition that you agree to abide by all of the terms of the EULA, and (3) You waive any claims or defences you may have, if any, based on lack of privity or the absence of a written agreement with Alcatel-Lucent or failure of consideration to support the EULA.

Part J – Enhanced Business Services