



**Part J – Enhanced Business Services**

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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](#).

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#### 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.

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#### 2. General

##### Application

2.1 An “**Enhanced Business Service**” is any service or product that is covered in, or provided under, this Part J – Enhanced Business Services section (or any part of it) of Our Customer Terms.

2.2 This clause 2 applies to all Enhanced Business Services.

##### Eligibility

2.3 Unless expressly specified otherwise in this Part J – Enhanced Business Services section of Our Customer Terms, or otherwise agreed in writing between you and us:

- (a) you can only get an Enhanced Business Service if you get your Enhanced Business Service directly from us as a retail customer;
- (b) you must not resell the Enhanced Business Service;
- (c) you cannot get, purchase or acquire any Enhanced Business Service if you are a wholesale customer or the end user of a wholesale customer.

2.4 Enhanced Business Services are only available to customers with a valid ACN, ABN or ARBN.

##### User credentials

2.5 You must take all reasonable steps to ensure that your passwords and usernames (including PINs and tokens, if applicable) for the relevant Enhanced Business Service, and your users’ passwords and usernames (including PINs and tokens, if applicable) for the relevant Enhanced Business Service, are not disclosed to any unauthorised third party

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or otherwise compromised in any way. You must notify us as soon as reasonably practicable if you become aware of any unauthorised access to or use of any such password and username (including any PIN or token, if applicable).

#### Compliance

2.6 Your use of any Enhanced Business Service must:

- (a) comply with *Privacy Act 1988* (Cth), the *Telecommunications Act 1997* (Cth), and any other legislation, principles, and industry codes relating to the handling of personal information; and
- (b) comply with the requirements for commercial electronic messages as set out in the *Spam Act 2003* (Cth).

#### Third-Party Applications

2.7 In this clause 2:

- (a) “**API**” means the application programming interface that we may make available to you for use in connection with your Enhanced Business Service; and
- (b) “**Third-Party Application**” means an application, software component or plugin that is provided, licensed or made available to you directly by a third party.

2.8 You may choose to use and integrate Third-Party Applications with your Enhanced Business Service via or through our API.

2.9 If you do so:

- (a) we will grant you access to our API (subject to the terms and conditions outlined in a separate API agreement, if any) solely for the purpose of integrating, and as reasonably required to integrate, the relevant Third-Party Application with your Enhanced Business Service;
- (b) you must comply with all reasonable integration guidelines that we provide to you in connection with your use of our API as required to ensure integration of the Third-Party Application with your Enhanced Business Service;
- (c) you acknowledge and agree that:
  - (i) Third-Party Applications are not provided by us and we are not a party to the agreement between you and the relevant third party provider in connection with your use of the Third-Party Applications;
  - (ii) except where expressly agreed otherwise in writing between you and us, you are solely responsible for the integration of any Third-Party Application with your Enhanced Business Service;
  - (iii) you are solely responsible for:

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- (A) assessing the terms, conditions and pricing of each Third-Party Application before using it and integrating it with your Enhanced Business Service; and
  - (B) the payment to the relevant third-party provider of all fees and charges associated with the use of any Third-Party Application, and you must pay all applicable fees and charges directly to the relevant third-party provider; and
- (d) subject to the Australian Consumer Law provisions of the General Terms of Our Customer Terms:
- (i) we have no financial responsibility in connection with the fees and charges for any Third-Party Application; and
  - (ii) we are not liable to you for any loss or damage you suffer or incur in relation to:
    - (A) any dispute arising between you and the relevant third party provider; or
    - (B) in connection with the integration of a Third-Party Application with your Enhanced Business Service (except if and to the extent we have agreed with you in writing to perform the integration of the relevant Third-Party Application with your Enhanced Business Service);
    - (C) in connection with your and your users' use of any Third-Party Application,except to the extent caused by our negligence; and
- (e) you indemnify us from and against any loss or damage that we suffer or incur and that arises naturally (that is, in accordance with the usual course of things) out of any claim by any third party against us in connection with your use of any Third-Party Application, except to the extent the relevant claim is caused by our negligence or material breach of your agreement with us. We will use reasonable endeavours to mitigate the loss or damage that we suffer or incur in connection with any such claim.

2.10 We may terminate or restrict your access to our API:

- (a) by written advance notice to you if you commit a material breach of your agreement with us and fail to remedy that breach within 14 days of being notified of the breach; or
- (b) immediately if the integration of a Third-Party Application with an Enhanced Business Service via or through our API may or is likely to compromise the integrity or security of our network or the Enhanced Business Service (or any part of it).

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#### Limitations on international SMS and MMS

- 2.11 The following applies if your Enhanced Business Service allows you to send SMS or MMS:
- (a) 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.
  - (b) 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.

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### 3. 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](#).

#### 3.1 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.

#### 3.2 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;
- 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

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your equipment, software and infrastructure is compatible before providing SMS Access Manager; and

- choose a monthly volume of SMS.

#### **Minimum contract term**

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

#### **Availability**

3.4 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.

#### **SMS Access Manager Service Limitations**

3.5 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.

3.6 Your SMS may not be successfully delivered, or delivered in a timely manner (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).

3.7 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.

3.8 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.

3.9 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**

3.10 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.



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#### Authentication and IP address

- 3.11 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.
- 3.12 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".
- 3.13 If your SMS Access Manager 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.
- 3.14 We may cancel your licence to use a licensed IP address, by telling you, if:
- you breach the licence conditions in clause 3.12; or
  - the licensed IP address was provided for use with a service that we no longer provide to you.
- 3.15 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

- 3.16 Your usage obligations continue to apply after the cancellation or termination of your SMS Access Manager.
- 3.17 You must ensure your use of SMS Access Manager complies with Our Customer Terms.
- 3.18 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

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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;
- 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.

3.19 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.

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

#### **Third party software**

3.21 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**

3.22 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.

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**Scheduled outages**

3.23 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.

**Suspension or cancellation**

3.24 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:

- 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**

3.25 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**

3.26 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**

3.27 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**

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

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

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#### Monthly usage charges

- 3.29 You must pay all SMS Access Manager charges incurred by your user ID and password or SIM card (as the case may be).
- 3.30 Discounts which may apply to charges for other services we provide you do not apply to SMS Access Manager.
- 3.31 Your SMS Access Manager charges will appear on the bill of your Telstra mobile service(s) connected to our SMS Access Manager functionality.
- 3.32 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.
- 3.33 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.
- 3.34 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.
- 3.35 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.
- 3.36 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.
- 3.37 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.
- 3.38 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.

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#### Single Rate monthly usage charges

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

#### Single Rate (Non-Registered SMS Messages)

Volume Tier	Minimum Monthly Charge		Per Domestic SMS Message charge (for each SMS sent to an 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 an 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

#### Account level discounts

3.40 Account level discounts do not apply to SMS Access Manager charges on services.

#### Help Desk

3.41 We will provide you with a Help Desk to assist you to access the SMS Network.

3.42 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,

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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.

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#### 4. MMS Access Manager

##### What is MMS Access Manager

- 4.1 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](#).
- 4.2 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.
- 4.3 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. 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
  - choose a monthly volume of MMS messages.

##### Minimum contract term

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

##### Availability

- 4.5 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.

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#### **MMS Access Manager service limitations**

- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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).
- 4.12 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 4.12.

#### **Multiple recipients**

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

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- 4.14 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 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**

- 4.15 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.
- 4.16 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**

- 4.17 We will issue you with a user ID and password, to access MMS Access Manager.
- 4.18 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).
- 4.19 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.
- 4.20 We may cancel your licence to use a licensed IP address, by telling you, if:
- you breach the licence conditions in clause 4.18; or
  - the licensed IP address was provided for use with a service that we no longer provide to you.
- 4.21 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**

- 4.22 Your usage obligations continue to apply after the cancellation or termination of your MMS Access Manager service.
- 4.23 You must ensure your use of MMS Access Manager complies with Our Customer Terms.



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- 4.24 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.
- 4.25 You acknowledge that we may view and audit your messaging activities at any time without notice to you.
- 4.26 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; or

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- 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.

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

#### **Advertising**

4.28 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**

4.29 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**

4.30 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**

4.31 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**

4.32 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

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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**

- 4.33 Discounts which may apply to charges for other services we provide you do not apply to MMS Access Manager.
- 4.34 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.
- 4.35 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.
- 4.36 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.
- 4.37 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.
- 4.38 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**

- 4.39 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. 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**

- 4.40 We provide you with one mobile service number (**MSISDN**) to use with each MMS Access Manager service as standard. 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).

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#### Installation charges

4.41 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

4.42 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	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	

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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
2,000,001+	\$163,636	\$180,000

4.43 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	

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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					
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					

## 5. Telstra Messaging API

### What is the Telstra Messaging API?

- 5.1 The Telstra Messaging API gives your application access to:
- our Short Message Centre to send or receive SMS to mobile services; and
  - our Multimedia Message Service Centre to send MMS messages to mobile services within Australia and overseas via the internet.
- 5.2 For the purposes of the Telstra Messaging API section the term ‘**message(s)**’ refers to both SMS and MMS.
- 5.3 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](#).

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- 5.4 You can obtain access to the Telstra Messaging API via the T.DEV portal at <https://dev.telstra.com/>.
- 5.5 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.
- 5.6 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**

- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 You may only select either a PAYG plan or an Enterprise plan, you cannot mix plan types on the same account.
- 5.11 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.

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- 5.12 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**

- 5.13 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).
- 5.14 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.
- 5.15 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. 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**

- 5.16 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:



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

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.

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

#### Limitations

- 5.18 Please refer to the User Guide on the T.Dev Portal for the limitations on the message limitations such as size and send rate.
- 5.19 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.
- 5.20 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).
- 5.21 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.
- 5.22 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.
- 5.23 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.

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#### Registered messages/delivery reports

- 5.24 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.
- 5.25 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.
- 5.26 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

- 5.27 We will issue you with a client-id and client-secret in order to access the Telstra Messaging API.
- 5.28 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).
- 5.29 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.
- 5.30 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;
  - (b) the licensed IP address was provided for use with a service that we no longer provide to you.

#### Usage obligations

- 5.31 Your usage obligations continue to apply after the cancellation or termination of your Telstra Messaging API service.
- 5.32 You must ensure your use of the Telstra Messaging API service complies with Our Customer Terms and the T.DEV portal terms of use].
- 5.33 You acknowledge that we may view and audit your messaging activities at any time without notice to you.
- 5.34 You must not (and you must ensure that your employees, agents and officers do not):

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- (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);
- (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; or
- (n) 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.

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- 5.35 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.
- 5.36 You agree that your unique sender code will be sent automatically with each message sent using the Telstra Message API.

#### **Third party software**

- 5.37 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**

- 5.38 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**

- 5.39 We may tell you when we perform scheduled maintenance, upgrades or repairs to our facilities where all or part of the Telstra Messaging API service will not be available (referred to as scheduled outages).

#### **Suspension or cancellation**

- 5.40 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**

- 5.41 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

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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

- 5.42 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

- 5.43 You can use the Alpha-Numeric Service in connection with the Telstra Messaging API. You must comply with the Alpha-Numeric Service terms below.
- 5.44 The Alpha-Numeric service on the Messaging API is only available for Telstra Account holders and not with any other payment options.

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## 6. Telstra Desktop Messaging

### What is Telstra Desktop Messaging?

- 6.1 Telstra Desktop allows you to send SMS/MMS messages from your PC or a mobile device using a simple interface. You can include rich media such as images, audio, and video in your messages.
- 6.2 The service is available to customers who:
- (a) have their Telstra Desktop Messaging invoiced separately and have an account which is not on the same bill as any other type of Telstra service; and
  - (b) have entered into an eligible Telstra Desktop Messaging Flexiplan or a Pay-As-You-Go service.

### Web site conditions of use

- 6.3 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.

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6.4 The TIM portal is protected by multi-factor authentication, to access the portal you will need to register a valid email address to receive the authentication code.

6.5 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**

6.6 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.

6.7 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 6.7, it will constitute a material breach of these terms.

6.8 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
- (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.

6.9 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;

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- (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) delete another’s data from the service without permission;
  - (g) use the service to harass any person or cause damage or injury to any person or property;
  - (h) use the service for a purpose that a reasonable person may consider is offensive;
  - (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; or
  - (k) 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.
- 6.10 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.
- 6.11 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.
- 6.12 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.

#### **Limitations of service**

- 6.13 SMSs and MMSs 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.

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6.14 Other messages sent for conversion into SMSs or MMSs 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 or MMS message or not having the correct permissions to send a SMS or MMS message.

**Term and cancellation of your service**

- 6.15 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.
- 6.16 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.
- 6.17 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.
- 6.18 If you do not use your Telstra Desktop Messaging service for 90 days, we may cancel the Telstra Desktop Messaging service, in which case we will give reasonable notice to you before any such cancellation takes effect.

**Subcontracting**

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

**Access charge**

- 6.20 We charge you the following:
- a monthly access charge (which includes a specified value of included messages); and
  - a separate charge for each SMS or MMS 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	
GST Excl	GST Incl	GST Incl	GST Excl	GST Incl	GST Excl	GST Incl
\$0 – Pay As You Go (“PAYG”)		0	22.73¢	25¢	45.45¢	50¢
\$18.18	\$20	\$20	20.91¢	23¢	41.81¢	46¢



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\$68.18	<b>\$75</b>	<b>\$75</b>	19.09¢	<b>21¢</b>	38.18¢	<b>42¢</b>
\$136.36	<b>\$150</b>	<b>\$150</b>	18.18¢	<b>20¢</b>	36.36¢	<b>40¢</b>
\$454.55	<b>\$500</b>	<b>\$500</b>	17.27¢	<b>19¢</b>	34.54¢	<b>38¢</b>

- 6.21 We will treat an SMS or MMS message sent to a group of people as multiple individual SMS or MMS messages (as applicable) and will charge you based on the number of individual people you send the message to.
- 6.22 The charges for Telstra Desktop Messaging are based on SMS or MMS messages sent, regardless of whether they have been delivered to the people you are sending them to.
- 6.23 Any unused portion of included SMS or MMS messages in any given month will not carry over to the next month.

#### Additional MSISDNs

- 6.24 We provide you with one mobile service number (**MSISDN**) to use with your Telstra Desktop Messaging Service as standard. 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).

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## 7. 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](#).

- 7.1 The service is available to Telstra post paid mobile customers who have entered into an eligible plan.

### Web site conditions of use

- 7.2 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.
- 7.3 The TIM portal is protected by multi-factor authentication, to access the portal you will need to register a valid email address to receive the authentication code.

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7.4 If Telstra identifies a potential compromise of your TIM account, we may proactively suspend your service and will contact you as soon as reasonably possible to assist with securing your service. If this occurs, Telstra will not be liable for costs incurred if your account is compromised.

7.5 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**

7.6 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.

7.7 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 your obligations under this clause 7.7, it will constitute a material breach of these terms.

7.8 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
- (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.

7.9 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

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- (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; and
    - (iii) using the service in a way that may result in the misuse of a third party's confidential information;
  - (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; or
  - (k) 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.
- 7.10 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.
- 7.11 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.

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#### Limitations of service

- 7.12 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 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.
- 7.13 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.
- 7.14 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.
- 7.15 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.
- 7.16 You can only send MMS within Australia and cannot send MMS to destinations outside Australia.
- 7.17 Without limiting clause 7.11, 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.
- 7.18 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.
- 7.19 Each Special Character is counted and charged as two Standard Characters.
- 7.20 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

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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.

- 7.21 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.
- 7.22 For the purposes of clauses 7.18 to 7.21 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: ^ { } \ [ ~ ] | €.

#### **Security of data**

- 7.23 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**

- 7.24 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.
- 7.25 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.
- 7.26 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.
- 7.27 If you do not use your Telstra Integrated Messaging service for 90 days, we may cancel the service, in which case we will give you reasonable written notice before any such cancellation takes effect.

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**Subcontracting**

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

**Message Usage charge**

7.29 You can choose to sign up to a Monthly Commitment Plan or a PAYG Plan.

**Monthly Commitment plan**

7.30 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)

7.31 Any unused portion of included SMS in any given month will not carry over to the next month.

7.32 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)**

7.33 Charges are based on the volume of SMS message sent.

7.34 The applicable charges for a Pay As You Go Plan are set out in your application form or separate agreement with us.

7.35 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**

7.36 You may choose to pay an additional delivery receipt fee (in addition to the cost of the SMS as outlined in clauses 7.30 to 7.35) 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**

7.37 The following charges apply if you send an International SMS or MMS via the TIM Service.

<b>Message type</b>	<b>Charge (ex GST)</b>
International SMS	\$0.1300

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International SMS with delivery receipt	\$0.1391
Domestic MMS	\$0.2700
Domestic MMS with delivery receipt	\$0.2791

**Messaging Usage Charge Business Rules – Monthly Commitment and PAYG Plans**

- 7.38 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.
- 7.39 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.
- 7.40 Any unused portion of included SMS in any given month will not carry over to the next month.
- 7.41 At any time during your minimum term, you can change your plan to a higher or lower plan.

**TIM Modules**

- 7.42 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.
- 7.43 If you purchase or renew a TIM Module licence on or after 1 July 2024 then:
  - (a) your TIM Service Term begins as monthly licensing on the Service Availability Date and continues for 12 months unless terminated (**Initial Term**). If you do not cancel your TIM Service or your TIM Module licence prior to the end of the Initial Term, then your TIM Module licence will automatically renew at the end of the Initial Term on a rolling month-to-month basis.
  - (b) if you terminate your TIM service or the TIM Module licence at any time then, we may charge you an early termination charge 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 termination, which will not exceed an amount equal to calculated as below:

$$ETC = (A \times B \times 66\% \text{ of the Monthly License Fee})$$

where:

*A is the service charges paid or payable each month by you for your TIM Service up to the date of cancellation;*

*B is the number of months remaining in the minimum term for your TIM Service;*

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subject to 7.43(b) 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**

- 7.44 We provide you with one mobile service number (**MSISDN**) to use with your TIM service as standard. 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).

#### **Planned Changes**

- 7.45 We aim to provide you with one month notice on any planned changes that incur downtime of your TIM service. This notification is provided to Customer Administrators listed in TIM.

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## **8. Whispir Service**

### **What is the Whispir Service?**

- 8.1 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.

- 8.2 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 8.18;
  - (d) Platform Services and Enterprise Services (if any) described in clause 8.19; and
  - (e) Support Services described in clause 8.23.

### **What do you need to use the Whispir Service?**

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



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- 8.4 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**

- 8.5 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**

- 8.6 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**

- 8.7 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**

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

- (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.

- 8.9 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

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the appropriate number of Platform Users, or upgrade to a Whispir Platform Software Edition that is appropriate for your increased number of Platform Users.

- 8.10 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.
- 8.11 If you have not complied with clauses 8.9 or 8.10 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**

- 8.12 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.
- 8.13 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.

#### **Account Administrator, Users and Contacts**

- 8.14 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.
- 8.15 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.

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#### Licensing of Whispir applications

- 8.16 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.
- 8.17 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 accompanied by or includes a licence agreement unless you agree to the terms of such licence agreement.

#### Additional Platform and Enterprise Services

- 8.18 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**).
- 8.19 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**).
- 8.20 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.
- 8.21 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

- 8.22 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 8.23 below.

#### Support service levels

- 8.23 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

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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
<b>Support for faults</b>			
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
<b>Additional Support</b>			
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

- 8.24 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.
- 8.25 You are entitled to a limited number of calls for any requests to the Help Desk that are not related to faults with the Whispir Platform or API Edition during the hours set out in row 4 of the table in clause 8.23.
- 8.26 If you exceed the number of calls you are entitled to in clause 8.25, you will incur an additional charge at the rate set out in that table.
- 8.27 If you sign up to the Business Platform Software Edition you will not be able to acquire Premium Support.
- 8.28 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.

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#### Pricing

- 8.29 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.

#### Additional MSISDNs

- 8.30 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).
- 8.31 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).

#### Term, Termination and Early Termination Charges

- 8.32 The minimum term for your Whispir Service is set out in your Application Form or separate agreement with us.
- 8.33 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.
- 8.34 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

**C** = any waived service charges

- 8.35 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.

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#### Whispir Applications

- 8.36 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

- 8.37 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; and
    - (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;
  - (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;

### Part J – Enhanced Business Services

- (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;
  - (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:

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- (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 8.37:

“**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

8.38 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;
- (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;



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- (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:
  - (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>; and

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- (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

- 8.39 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

- 8.40 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

- 8.41 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 enabled and connected device to the Whispir Platform.	n/a	99.50%	99.95%
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%

- 8.42 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.

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

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((A-B) divided by A) x 100 expressed as a percentage

Where:

"A" = Total time over the month.

"B"= Total unavailable time for the same month

8.44 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**

8.45 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](mailto:support@whispir.com)) and follow up with a call to the relevant Help Desk support number if required.

8.46 If you require assistance with a Severity 4 fault, you should email the Help Desk support email address ([support@whispir.com](mailto:support@whispir.com)).

8.47 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

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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.

**Service Level Credits**

8.48 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**).

8.49 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%

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<b>Activation Time</b>				
Activation Time	0-3 Business Days	3-4 Business Days	4-10 Business Days	>10 Business Days
<b>Response Time and Restoration Time</b>				
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*
<b>Availability Target</b>				
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 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’.

8.50 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.

8.51 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.

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- 8.52 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.

#### Privacy and Customer Data

- 8.53 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.
- 8.54 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 8.54, **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

- 8.55 In this clause 8, unless indicated otherwise:

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**Activation Time** has the meaning given to it in clause 8.40.

**Availability Targets** has the meaning given to it in clause 8.41.

**APIs** has the meaning given to it in clause 8.7.

**Contacts** has the meaning given to it in clause 8.8(b).

**Enterprise Services** has the meaning given to it in clause 8.19(b).

**Help Desk** has the meaning given to it in clause 8.22.

**Implementation Services** has the meaning given to it in clause 8.18.

**Platform Services** has the meaning given to it in clause 8.19(a).

**Platform Users** has the meaning given to it in clause 8.8(a).

**SDK** has the meaning given to it in clause 8.17.

**Service Level** has the meaning given to it in clause 8.48.

**Support Service** has the meaning given to it in clause 8.23.

**Users** has the meaning given to it in clause 8.14.

**Whispir** means Whispir Australia Pty Ltd.

**Whispir Applications** has the meaning given to it in clause 8.2(b).

**Whispir Platform** has the meaning given to it in clause 8.2(a).

**Whispir Platform Software Editions** has the meaning given to it in clause 8.5.

**Whispir Service** has the meaning given to it in clause 8.1.

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## 9. Telstra Device Enrolment Service (DES) Account

### Telstra DES Account

- 9.1 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

- 9.2 To be eligible for a Telstra DES Account, you must:
- (a) have an account with a compatible third party device manufacturer:

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- (i) an Apple deployment programs account (available at <https://deploy.apple.com>); and/or
  - (ii) a Samsung KNOX mobile enrolment account (available at [samsungknox.com/me](https://samsungknox.com/me)); and/or
  - (iii) a Google Zero-Touch account (which we will setup for you subject to these terms); or
- (b) 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**

- 9.3 A Telstra DES Account is only available for Compatible Devices purchased through an approved Telstra Business and/or Enterprise channel.

#### **Using a Telstra DES Account - The service**

- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 By participating your Compatible Devices may be locked to specific company and security settings that cannot be removed by your employees.
- 9.8 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**

- 9.9 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.
- 9.10 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



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DES account without notice and de-register any devices not in your possession. This may result in Compatible Device being removed from the manufacturer's program and loss of data, content and settings from those devices.

- 9.11 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.
- 9.12 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

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

#### Cancelling your Telstra DES Account

- 9.14 You can cancel access to your Telstra DES Account at any time by the contacting Telstra helpdesk on [des@team.telstra.com](mailto:des@team.telstra.com).
- 9.15 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

- 9.16 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.
- 9.17 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).
- 9.18 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 9.18, 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

- 9.19 The following words have the following special meanings in this clause 9:

**Compatible Devices** means

- (a) an Apple iOS smartphone and/or tablet device running iOS v7 or above;

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- (b) a Samsung Android smartphone and/or tablet device running KNOX v2.4 or above; 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.

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## 10. Telstra Mobile Network Security (T-MNS)

### Terms and conditions for your T-MNS service

- 10.1 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, Telstra will publish an alert on a web portal with details of that Security Threat for you to access and review ("**Alert**").
- 10.2 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

- 10.3 To be eligible to take up T-MNS, you must have:
  - (a) at least one Eligible Service; and
  - (b) a login to OrderExpress,("Eligible Customer").

### Sign-up process

- 10.4 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.
- 10.5 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.

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Provisioning can take up to 24 hours after which time the Eligible Services will appear in your OrderExpress.

#### Using the T-MNS service

- 10.6 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.
- 10.7 The T-MNS monitors the Eligible Service through the Telstra Mobile Network so no configuration or setup is required on mobile devices.
- 10.8 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.
- 10.9 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.
- 10.10 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

- 10.11 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.

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10.12 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**

10.13 The following Fees apply for T-MNS service and are chargeable monthly in advance:

	<b>Monthly Fees (excluding GST)</b>	<b>Monthly Fees (including GST)</b>
<b>Monthly Base Fee</b> (charged monthly in advance)]	\$1,363.63 per customer per month	\$1,500 per customer per month (inc GST)
<b>Service Fee</b> (charged monthly in arrears)	32c per Eligible Service per month	35c per Eligible Service per month (inc GST)

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**

- 10.14 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.
- 10.15 If you wish to cancel your T-MNS service you must provide us with at least 24 hours notice of termination.
- 10.16 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.
- 10.17 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**

10.18 We provide email support during business hours 8am to 6pm weekdays, excluding national public holidays.

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10.19 Support includes:

- (a) assistance using OrderExpress (e.g. difficulties logging in);
- (b) queries about missing information relating to Alerts; and
- (c) queries about false positive Alerts received.

10.20 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

10.21 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.

10.22 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.

10.23 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.

10.24 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

10.25 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.

10.26 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

10.27 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.

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10.28 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 OrderExpress will be continuous or uninterrupted, that any defects will be corrected.

#### End-User Licence Agreement (EULA)

10.29 You and your End Users' use of the T-MNS service is also subject to the following provisions set out in clauses 10.29 to 10.48 below ("**End User Licence Agreement**" or "**EULA**").

10.30 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.

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- (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.
- 10.31 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.
- 10.32 If the Software is provided together with a Product, it may only be used in connection with such Product.
- 10.33 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.
- 10.34 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.
- 10.35 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.
- 10.36 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.
- 10.37 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.

### Part J – Enhanced Business Services

- 10.38 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.
- 10.39 You must not reverse engineer, decompile, translate, adapt, arrange, error correct or otherwise alter the Licensed Materials.
- 10.40 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

- 10.41 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 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

- 10.42 Each licence is subject to payment of the relevant licence fee and compliance with clause 10.13 above.
- 10.43 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

- 10.44 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.
- 10.45 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.



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- 10.46 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 10.46.
- 10.47 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.
- 10.48 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.

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## 11. Alpha-Numeric Service

### What is the Alpha-Numeric Service?

- 11.1 The alpha-numeric source address service lets you send SMS 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 recipient’s mobile phone.

### Availability

- 11.2 You can only use the Alpha-Numeric Service in connection with, and only if you have and maintain, one or more of the following services:
- (a) Telstra Messaging API;
  - (b) Telstra Integrated Messaging (or TIM);
  - (c) Whispir Service;
  - (d) SMS Access Manager; and
  - (e) MMS Access Manager service.

### Alpha-Numeric service terms

- 11.3 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.

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- 11.4 You can only use valid Alpha-Numeric Address Tags for the Alpha-Numeric Service. To be valid, an alpha-numeric address tag must:
- (a) comply with ACMA regulations ‘Reducing Scam Calls and Scam SMS C661:2022’ that limits sending an Alpha-numeric Sender ID without a valid use case;
  - (b) contain between one and eleven characters (inclusive);
  - (c) contain standard ASCII (American Standard Code for Information Interchange) characters and numbers; and
  - (d) include at least one letter of the alphabet (upper case or lower case).
- 11.5 You acknowledge that the recipient of an SMS with an Alpha-Numeric Address Tag will not be able to reply directly to that message as the Alpha-Numeric Address Tag is not a valid telephone number.
- 11.6 You acknowledge and agree 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).
- 11.7 We may suspend, cancel or limit your use of any Alpha-Numeric Address Tag:
- (a) if we (acting reasonably and in good faith) suspect that your use of the Alpha-Numeric Address Tag is a breach of any applicable law, regulation or third-party rights; or
  - (b) to comply with any applicable law or request of law enforcement agencies.
- 11.8 You must ensure that:
- (a) your use of Alpha-Numeric Address Tags will not breach any applicable laws or regulations; and
  - (b) any Alpha-Numeric Address Tag you use will not infringe 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.
- 11.9 You must tell us as soon as you become aware of any actual, potential or suspected breach or failure to comply with clause 11.8 above.
- 11.10 In addition to any other rights we may have, we may, by notifying you in writing, suspend or cancel your Alpha-Numeric Service or the service in connection with which you use your Alpha-Numeric Service, if and as soon as we become aware of:
- (a) an actual, potential or suspected breach of, or failure to comply with, clause 11.8 above;

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- (b) an excessive number of complaints relating to your use of the Alpha-Numeric Service; or
- (c) any actual, potential or suspected adverse regulatory consequences arising out of your use of the Alpha-Numeric Service.

#### **Charges**

11.11 There are no additional SMS charges for using the Alpha-Numeric Service.