

# OUR CUSTOMER TERMS CLOUD SERVICES – GENERAL TERMS

## OUR CUSTOMER TERMS CLOUD SERVICES – GENERAL TERMS

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# OUR CUSTOMER TERMS

## CLOUD SERVICES – GENERAL TERMS

Certain words are used with the specific meanings set out below or in the General Terms of Our Customer Terms at [http://www.telstra.com.au/customerterms/bus\\_government.htm](http://www.telstra.com.au/customerterms/bus_government.htm).

### 1 ABOUT THE CLOUD SERVICES SECTION

- 1.1 This is General Terms part of the Cloud Services section of Our Customer Terms.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms of Our Customer Terms apply to the products provided under the Cloud Services section.
- 1.3 Despite any other provision of this Cloud Services section (including clause 1.9), even if the General Terms of Our Customer Terms have been excluded or are otherwise inconsistent with something in the Cloud Services section, the following clauses relating to compliance with the *Online Safety Act 2021* (Cth) apply (as applicable) to this Cloud Services section as though the relevant clause was set out in full here:
- (a) clause 13 of the Small Business General Terms (in the case of small business customers); and
  - (b) clause 11 of the Corporate General Terms (in the case of corporate customers).

#### Eligibility

- 1.4 To be eligible for a particular product or feature offered under the Cloud Services section, you must meet all relevant eligibility requirements described in Your Agreement.
- 1.5 The products offered under the Cloud Services section are not available to Telstra Wholesale customers.
- 1.6 If your application fails the feasibility assessment, we will consult with you in relation to any changes that we think are required either to your application or to your network and environment to ensure they are suitable to support the Cloud Services products. You are responsible for ensuring that your network and environment are suitable to support the Cloud Services products, including any changes that are required.
- 1.7 Any changes to our standard Cloud Services products may mean that we cannot meet the Service Levels below for your Cloud Services products or incur additional costs. We will advise you of any revised Service Level targets or additional costs to be included in a revised application.

#### Network services

- 1.8 In order to receive the products under the Cloud Services section, unless we agree otherwise, you must acquire an eligible Next IP network service from us. Your Agreement will specify the compatible network services which are available under each of the Cloud Services product we offer.

#### Inconsistencies

- 1.9 If there is an inconsistency between:
- (a) the General Terms of Our Customer Terms,

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- (b) the General Terms of the Cloud Services section; or
  - (c) another Part of the Cloud Services section,
- then the document listed later prevails to the extent of the inconsistency.

### Parts of the Cloud Services Section

- 1.10 The Cloud Services section is divided into the parts listed below. Each part contains individual product sections.
- (a) Part A - General;
  - (b) Part B - Applications;
  - (c) Part C - Public Cloud;
  - (d) Part D - Private Cloud;
  - (e) Part E - Workspace;
  - (f) Part F - Professional and Managed Services;
  - (g) Part G - Hybrid Services;
  - (h) Part H - Dynamic Network;
  - (i) Part I - Internet of Things.
- 1.11 This General Terms part contains the general terms applying to all of the products available under the Parts of the Cloud Services section. The Vendor Terms and Conditions part contains the specific vendor terms and conditions applicable to particular products offered under the Cloud Services section and the other parts contain the specific terms and conditions for each of Cloud Services products.

## 2 YOUR SERVICES

### What These Terms Apply To

- 2.1 The general terms set out in this General Terms part apply to all of the Parts of the Cloud Services section, except where otherwise expressly stated.

### Minimum Term

- 2.2 The products set out in the Cloud Services section are provided to you on a month-to-month basis unless otherwise agreed with us or where a different minimum term (or service schedule term) for a particular service is specified in your Agreement. Unless otherwise set out in Your Agreement, your service start date is the date of the first bill following activation of your Cloud Service.

### When we can Suspend or Cancel your Service

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2.3 Any rights for us to suspend or terminate the products, services or features you are receiving under the Cloud Services section are in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

2.4 We may suspend or cancel your receipt of one or more of the products, services or features provided under the Cloud Services section if:

(a) we reasonably believe that you are in material breach of:

(i) the terms and conditions of Your Agreement;

(ii) the Responsibility Guide; or

(iii) any User Guides provided by us for the products, services or features provided under the Cloud Services section,

and fail to rectify the breach; or

(b) we become aware that you are not eligible to receive a product, service or feature in accordance with the terms of the Cloud Services section or the General Terms of Our Customer Terms;

(c) the provision of the products, services or features you are receiving under the Cloud Services section being suspended or cancelled by us or the third party which provides us with the relevant products, services or features, including where:

(i) the relevant product, service or feature is replaced by a newer technology which allows for increased functionality; or

(ii) the relevant product, service or feature has reached the end of its natural life cycle;

in which case we may migrate you to a reasonably comparable product or service, in which case you can terminate your new product or service at any time without paying any early termination charges if this has more than a minor detrimental impact on you;

(d) our provision of any of the products, services or features you are receiving under the Cloud Services section is no longer practical due to any legal or regulatory reason; or

(e) the continued provision of a product, service or feature compromises or is likely to compromise the security of our service platform, for example due to hacking attempts or denial of service attacks or a vulnerability discovered in relation to a particular item of technology which we use to deliver the products, services or features provided under the Cloud Services section.

but, where your service is suspended, without you incurring any charges relating to such products, services or features during the period of suspension under clause 2.4.

2.5 Where we suspend or cancel your receipt of a product, service or feature under the Cloud Services section, we will provide you with as much notice as is reasonably possible in the circumstances prior to suspending or cancelling that product, service or feature.

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### Changes to your Service

- 2.6 In accordance with the General Terms of Our Customer Terms, we may change any part of the Cloud Services section without informing you. However, if such a change detrimentally affects the products you are receiving under the Cloud Services section, we will only do so in accordance with the variation process set out in the General Terms of Our Customer Terms.
- 2.7 From time to time, we may upgrade the products you receive under the Cloud Services section to make service improvements. You must cooperate with us so that these changes can be made.
- 2.8 You can request that we make adds, moves or changes to the products you are receiving under the Cloud Services section for an additional charge. To do this, you need to complete an application form, send us an email or use the Cloud Services portal. If we agree to make your add, move or change we will charge you an additional charge which we will notify you of the additional charges for the add, move or change at the time of your request.
- 2.9 You need to nominate a commercial contact for your Cloud Services and keep their contact details up to date. You may also choose to register other contacts with us, such as a technical contact or project owners. But, all notifications regarding your Cloud Services will only be sent to the commercial contact.

### Acceptable Use Policy

- 2.10 You must not use the products you are receiving under the Cloud Services section or let such products be used:
- (a) to commit an offence or breach any laws, standards or codes applicable to the service;
  - (b) in a manner that is excessive or unusual;
  - (c) in a way that interferes (or threatens to interfere) with the efficiency and security of the services or another person's services;
  - (d) to accept, transmit or distribute unsolicited bulk email;
  - (e) to falsify, forge or otherwise tamper with any portion of the header or tracking data of any SMTP email message;
  - (f) to originate, send or relay unsolicited commercial email or intentionally launch, propagate or cause the storage or execution of computer viruses or malware;
  - (g) to send email that hides or obscures the source of the email;
  - (h) to distribute any form of malicious, destructive or harmful code (including without limitation Trojan horses and worms) or any instructions activating such code;
  - (i) to menace, harass or stalk any person whether intentionally or unintentionally;
  - (j) to distribute material that is defamatory, obscene or could cause offence or harm;

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- (k) in a manner that infringes any other person's intellectual property rights, confidential information or other such rights;
- (l) to enable a minor to access inappropriate material for a minor to view or be exposed to; or
- (m) to establish (or try to establish) contact with a minor not otherwise known to you.

2.11 You must not sell, resell or provide the products, or any part of the products to another person or organisation unless you obtain our consent.

2.12 Further acceptable use policies may be set out in Your Agreement. These additional acceptable use policies will apply in addition to the policy set out above.

### User and Responsibility Guides

2.13 You must follow our reasonable directions in relation to:

- (a) your use of the products you are receiving under the Cloud Services section; and
- (b) the data that is stored or hosted as part of the products you are receiving under the Cloud Services section,

including complying with any User Guides and Responsibility Guides we make available. A copy of the Responsibility Guide can be downloaded from <https://enterprise-support.telstra.com.au/t5/Knowledge-Articles/Telstra-Cloud-Infrastructure-all-services-terms-amp-conditions/ta-p/2830> Error! Hyperlink reference not valid.(as such this guide may be amended from time to time).

2.14 If you use the products in a manner that is inconsistent with the relevant User and Responsibility Guides you will be responsible for any loss that you suffer as a result and you may need to pay us an additional charge to fix any problems.

### Service Limitations

2.15 The Cloud Services section may set out specific service limitations in relation to a particular product, service or feature in addition to the general service limitations in relation to your products set out in this General Terms part and the technical service limitations set out in the User and Responsibility Guides we provide.

2.16 You acknowledge that the limitations of your products may differ depending on the product package which you select in accordance with your application form or other agreement with us.

2.17 We may notify you from time to time where we identify specific service limitations which are not set out in the Cloud Services section and which relate to the products you are receiving under the Cloud Services section.

### Third Party Claims

2.18 You indemnify us against all loss, liability, cost or expense, suits or proceedings (**Loss**) arising naturally (that is, according to the usual course of things) as a result of or in connection with:

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- (a) any third party claim that relates to your data (including hosted content, any data stored on our storage platform and any software or configuration data you install (or which you request we install) on our service platform); or
- (b) any third party claim arising as a result of or in connection with your use of the products you are receiving under the Cloud Services section,

except to the extent we caused or contributed to the claim. We will take reasonable steps to mitigate our Loss as a result of or in connection with the relevant claim.

### Consent

- 2.19 If the Cloud Services section specifies that you require any form of consent or agreement from us prior to doing something, such consent or agreement must be in writing from an authorised Telstra representative.

## 3 ANCILLARY SERVICES

### Professional Services

- 3.1 You may request that we provide you with professional services which are outside the scope of the products you are receiving under the Cloud Services section and which may include, for example, customisation, design, management or data migration services. The service descriptions and the applicable terms and conditions, including charges, for the Professional Services are set out in the Professional Services section here: <https://www.telstra.com.au/customer-terms/business-government/other-services/professional-services>.

### Deployment, Migration and Setup Services

- 3.2 Where you receive deployment, migration or setup services for a product under the Cloud Services section, we will conduct such deployment, migration or setup services during business hours (in the location of your Cloud Services product(s)). Should you require that we conduct such services outside of business hours (in the location of your Cloud Services product(s)), we will charge you the applicable after hours rate.

### Service Desk

- 3.3 In the event that you experience a fault with your service, you may contact our service desk. Our service desk staff will attempt to rectify the fault, but may require certain information from your authorised representative before the fault can be rectified. The service desk may not be able to assist if your authorised representative is unavailable.
- 3.4 Upon becoming aware of a fault with a product or service you are receiving under the Cloud Services section you must report such fault to our service desk and give the details of the fault, and all other relevant information to enable us to investigate the fault. Faults with your products provided under the Cloud Services section may be logged with our service desk at any time.

### Customer Portal

- 3.5 As part of your service, we may provide you with a user account enabling you to access our online customer portal(s) so that you can review information about your products, services and features.



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- 3.6 Where you register for online customer portal(s) access, you may be asked to read and accept the relevant terms of use for the portal(s).

### Security

- 3.7 We aim to keep your products secure so that your use of and the data you transfer to and/or from your products is not visible to unauthorised third parties.
- 3.8 We aim to protect our equipment and service platform against intrusions, viruses, trojan horses, worms, time bombs and other similar harmful software which may affect your service, as well as vulnerabilities which may expose our equipment and service platform to the risk of intrusion or attack. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not, however, guarantee such protection.
- 3.9 You must take steps to prevent unauthorised access to your service and our service platform, for example, by not disclosing security credentials (such as user names and passwords) related to your products (except as required by such product).
- 3.10 You are responsible for the use of your products by your users.

### Service Software

- 3.11 We use software to provide many of the products provided under the Cloud Services section and, subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not guarantee that such software is error-free.
- 3.12 As part of your service, we may provide you with a non-exclusive, non-transferable licence to use certain software or may give you access to software as a service ("Service Software") for the sole purpose of you accessing and using your service (including any software service).
- 3.13 You must comply (and ensure that your users comply) with all licence terms applicable to the Service Software as set out in Your Agreement.
- 3.14 Because of the nature of the products provided under the Cloud Services section, which are made up of technology and services provided by our third party suppliers, we may not have control over certain terms and conditions which the third party supplier requires you to click to accept or otherwise enter into when you first use your service.
- 3.15 We will endeavour to provide you with a copy of these third party terms and conditions with any application form which we provide.
- 3.16 If you do not agree to the third party terms which we provide, we may not be able to provide you with certain products, services or features. If you accept the third party terms and conditions, you must comply with those terms and conditions. If you fail to do so, we may be required by the relevant third party to cancel your service.
- 3.17 Except as permitted by law, you must not (and you must ensure that your users do not):
- (a) Remove, modify or obscure any copyright, trade mark or similar notices on the Service Software;
  - (b) attempt to reverse engineer, decompile, disassemble, or derive any part of the source code of the Service Software; or

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(c) modify, translate, or create derivative works based on the Service Software.

3.18 You must install Service Software, other software, upgrades and patches as directed by us (including allowing us to install certain Service Software). If you fail to do so, we may suspend or refuse to support your service.

### Your Software

3.19 You must not use third party applications in connection with the products you receive under the Cloud Services section which have licence terms and conditions which conflict with or could cause you to breach of Your Agreement.

### Disengagement

3.20 On expiry or termination of your Service, you are entitled to repossess your equipment, your data, and all other property of yours which is our possession, custody or control. You may request our assistance with disengagement of your Service. Extraction of your data is covered in 'Your Information', below. We will notify you of any additional fees and charges which may apply to disengagement of your Service at the time you request disengagement.

## 4 YOUR INFORMATION

### Your Data

- 4.1 You are responsible for ensuring that you comply with all laws or regulations which require you to retain certain records, data and information.
- 4.2 If we host or store your data as part of your service, you grant us a licence to host or store your data for all purposes required for or related to our provision of products under the Cloud Services section.
- 4.3 You may extract your data at any time from the Services during the Term. We will retain the data on your server(s) until the later of:
- (a) you cancelling your Cloud Services product or requesting that we delete the data; and
  - (b) our no longer being required by law to retain the data,

following which we will securely delete the data. We recommend that you copy your backup data onto your own computer system on a regular basis and where notice of cancellation is provided. Please note that the charges for your Cloud Services product will continue to apply until such time as the Cloud Services product is cancelled.

### Privacy

- 4.4 The privacy terms set out in this "Privacy" section apply to the products offered as part of the Cloud Services section unless we tell you otherwise. We may also include additional or different privacy terms that apply to a particular product under the other Parts of the Cloud Services section.
- 4.5 We will only process your personal data to provide the Services to you in accordance with the instructions you give us and as set out in the Telstra Privacy Statement and in accordance with Your Agreement.

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- 4.6 In order to deliver and support the products you require, you allow us to disclose personal information we collect from you and your users to third parties such as our suppliers, contractors and third party service providers (or their suppliers). In some instances this will involve the transfer of such personal information to a country outside of Australia and you consent to this transfer, storage and use of personal information outside of Australia.
- 4.7 We rely on you to ensure that you have taken all legally necessary steps to allow us and our third party suppliers to collect personal information from your users and to use, disclose, store and transfer such personal information in accordance with the Telstra Privacy Statement (at <http://www.telstra.com.au/privacy/privacy-statement/index.htm>) and these special additional privacy terms. You indemnify us against any claim, cost, loss or liability (**Loss**) which may arise in connection with your failure to do so, except to the extent we caused or contributed to your failure to do so. We will take reasonable steps to mitigate our Loss in connection with any such failure.

### Take Down Notices and Directions

- 4.8 You must promptly notify us if you receive any take-down, service cessation or link deletion notices, or any direction, from any person or regulatory authority, which relates to your hosted content or data stored on our services platform. You must promptly comply with any such notices and directions.
- 4.9 We may immediately disable or suspend access by you or your customers to your hosted content by written notice to you if:
- (a) you fail to comply with, or we receive, any take-down, service cessation or link deletion notices or direction from any person or regulatory authority relates to your hosted content or data or any part of it;
  - (b) we reasonably suspect that your hosted content or any part of it breaches any laws, regulations, determinations or industry codes applicable to your service or your hosted content, or infringes the rights (including intellectual property rights) of any person.

### Intellectual Property

- 4.10 If we provide you with any documents, processes, service configurations or software as part of your service, we (or our licensors) will:
- (a) continue to own the intellectual property rights in those materials; and
  - (b) grant you a non-exclusive, non-transferable licence to use that material solely for purposes required to use the products, services and features you are receiving under the Cloud Services section.
- 4.11 If you provide us with material relevant to your products, you grant us a non-exclusive, non-transferable licence to use that material for purposes for or relating to the provision of your products, services or features.
- 4.12 You must immediately inform us if you become aware of any infringement or suspected infringement of our intellectual property rights.

## 5 PRICING

### Pricing

## OUR CUSTOMER TERMS

### CLOUD SERVICES – GENERAL TERMS

- 5.1 You must pay us the charges as set out in Your Agreement.
- 5.2 We will commence billing for your products from the date we first activate your products. We will use reasonable endeavours to notify you of the activation date via email, SMS or telephone.
- 5.3 Where pricing is based on usage, we round up usage in the billing period to the nearest whole unit (for example, 1.4GB is rounded up to 2GB).
- 5.4 For certain products, your pricing may be based on usage bands. Where your pricing is based on usage bands, you may request that we reduce or increase your usage band in accordance with Your Agreement. If we agree to reduce your usage band, we may charge you a fee.
- 5.5 Where pricing is based on a quantity of usage which you specify (for example, number of users or hours of use), and your actual usage exceeds this amount, we may charge you and you must pay us the amount calculated based on your actual usage.
- 5.6 For certain products, Your Agreement may specify a minimum spend as a percentage of the total monthly spend specified for such product. Where a minimum spend is specified, you may reduce your spend to the amount of the minimum spend through reducing your utilisation of the products without incurring a fee. If you reduce your utilisation of Cloud Services products such that the amount payable would otherwise be an amount below the minimum spend, you are still required to pay the minimum spend for that product.
- 5.7 For certain products under the Cloud Services section which have a minimum term or service schedule, we may charge you an early termination fee if your Cloud Service is cancelled or terminated (other than for our material breach) before the end of the minimum term or service schedule term. Unless otherwise set out in Your Agreement, the early termination fee will be an amount equal to 25% of your fees and charges multiplied by the number of remaining months in your service schedule term plus any setup fees (if there are any setup fees which you have not already paid). The other parts of the Cloud Services section may contain additional specific terms and conditions applicable to the early termination fee.

## 6 SERVICE LEVELS

### General

- 6.1 If there are any inconsistencies between the service level terms set out in this General Terms part and the service level terms set out in the other parts of the Cloud Services section, then the specific service level terms under the other parts of the Cloud Services section will prevail to the extent of the inconsistency.

### What are our Service Levels?

- 6.2 Unless a service level exclusion applies, we aim to meet the service levels for your service. You acknowledge that our service levels are targets only and we will not be responsible for failing to meet them. The service levels will either be:
  - (a) the service levels applicable to the default Service Level Grade for your service (as explained below); or
  - (b) if you upgrade the Service Level Grade for your service (as explained below), the service levels applicable to the Service Level Grade that we agree with you.

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6.3 We offer three grades of service, each providing different service levels. The available grades include gold, silver and bronze (“Service Level Grade”). The default Service Level Grade for each service is Bronze.

### Service Level Charges

- 6.4 You do not have to pay an additional charge for the Bronze Service Level Grade.
- 6.5 For some services, you can apply to enhance your Service Level Grade. If you enhance your Service Level Grade to Silver or Gold, the charges for the applicable Service Level Grade are set out in Your Agreement. We may charge you a fee to change your Service Level Grade.

### Description of Service Levels

6.6 We have set out a description of the service levels in Table 3 below.

**Table 3: Description of the Service Levels**

Service Level	Description
Incident Response Time	<p>Means the length of time measured from:</p> <p>(a) an alarm being displayed in the Telstra Managed Services Operations Centre; or</p> <p>(b) an incident is logged in our systems as a result of a call or email from you,</p> <p>to the time that we respond to you and advise you of the action planned to resolve the incident.</p> <p>You can log an incident at any time however, we will only respond to an incident within the Support Service Coverage Hours. If you log a call outside of the Support Service Coverage Hours, the time will be measured from the beginning of the next day’s Service Support Coverage Hours.</p>
Incident Restore Time	<p>Means the length of time measured from the time you log an incident with a product you are receiving under the Cloud Services section to the time that the incident is resolved and the relevant product is restored. You can log an incident at any time however, we will only resolve an incident within the Support Service Coverage Hours.</p>
Recovery Point Objective (RPO)	<p>Means the maximum rollback point in time to which your data will be restored during data restoration (e.g. where a RPO of 1 hour applies, and where disruption occurs at noon, data will be recoverable up to 11 am on the same day).</p>
Recovery Time Objective (RTO)	<p>Means the time taken to restore or reconfigure your equipment and commence the uploading of data to the target systems during the restoration process starting from when you confirm a recovery is required.</p>

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Service Level	Description
Service Activation	<p>Means the length of time measured from the time that we confirm your product activation request until the time that the services are operable and available for use.</p> <p>Minor – means a simple activation, which for a hosting service includes activation with a small number of blade servers and virtual machines, no clustering or data migration and only public network activation. For a data centres service a minor activation includes a request for additional power (adding equipment to a rack) or connecting an existing data service to an existing rack.</p> <p>Standard – means a standard activation, which for a hosting service includes activation with limited blade servers and virtual machines, no clustering, some data migration, public network and limited private network activation. For a data centres service a standard activation includes installing a new rack or upgrading a power feed.</p> <p>Major – means any activation which is not minor or standard.</p> <p>More information on how we define Minor, Standard and Major in relation to the Service Activation service level is set out in the User Guide. We will advise you at the time of your application if your service activation will be Minor, Standard or Major.</p>
Service Availability	<p>Service Availability is expressed by the following ratio (calculated as a percentage):</p> $\frac{\text{Total hours in preceding 12 months minus Scheduled Maintenance Window Time minus Service Outage Time over}}{\text{Total hours in preceding 12 months minus Scheduled Maintenance Window Time}}$ <p>If you have not been receiving the relevant products provided under the Cloud Services section for a year, then for the purposes of the Service Availability calculation, the total hours in the preceding 12 months, Scheduled Maintenance Window Time and Service Outage Time are prorated to reflect the period for which you were provided the relevant products under the Cloud Services section.</p>
Scheduled Maintenance Window Time	<p>Means 1am to 3am every Sunday and Wednesday, except for the Backup service which is 2.00 pm to 6.00 pm daily, in the location of your Cloud Services product(s).</p>
Service Modification	<p>Means the length of time measured from the time that we confirm a service modification request until the time that the services have been modified and are operable and available for use.</p> <p>Pre-defined Modifications – means one or more of the change requests listed on the Cloud Services Management Console</p> <p>Project – means any modification request which is not pre-defined.</p> <p>More information on Service Modification service level is set out in the Responsibility Guide.</p>
Service Outage Time	<p>Means unscheduled outage time (including emergency outages).</p>
Service Support Coverage Hours	<p>Means the time frame that the service desk will be available for you to log incidents and ask for our help. The coverage hours are in Australian Eastern Standard Time.</p>

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Service Level	Description
Severity 1	An incident, in our discretion, which causes a critical part of your service to not be available or working correctly which results in daily operations being significantly impaired.
Severity 2	An incident, in our discretion, which causes a material part of your service to not be available or working correctly which results in limited functionality for a significant part of daily operations.
Severity 3	An incident, in our discretion, which causes a material part of your service to not be available or working correctly which can be tolerated for a short period or there is a workaround available that results in minimal impact to your business.
Severity 4	An incident which we agree to be all other incidents that are not Severity 1, 2 or 3.

### Service Level Exclusions

- 6.7 We are not responsible for a failure to meet a service level where:
- (a) the failure is caused by you or as a result of your breach of an obligation under the Cloud Services section, another section of Our Customer Terms which is incorporated into the Cloud Services section by reference or the General Terms of Our Customer Terms;
  - (b) you fail to follow our reasonable directions;
  - (c) you do not provide us with full and accurate information detailing any requests or relating to any incidents that you report to us;
- 6.8 We may not carry out all requests or rectify all incidents as part of your Service Level Grade. We may charge you, and you agree to pay, our reasonable costs incurred in identifying, examining and rectifying any of the following faults:
- (a) faults resulting from interference caused by you or any person accessing the products you are receiving under the Cloud Services section using your password or access key or by your invitation;
  - (b) faults caused by:
    - (i) your breach of:
      - (A) our acceptable use policy;
      - (B) the terms and conditions set out in Your Agreement;
      - (C) the responsibilities assigned to you in relation to the relevant products under other parts of the Cloud Services section;
      - (D) any User Guide provided by us for the products provided under the Cloud Services section; or

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- (E) the Responsibility Guide; or
- (ii) your negligence or the negligence of any person accessing the products you are receiving under the Cloud Services section using your password or access key or by your invitation;
- (c) faults due to wilful damage to the products you are receiving under the Cloud Services section by you or any person accessing such products using your password or access key or by your invitation;
- (d) faults as a result of your software being incompatible with a product, service or feature; or
- (e) faults with your equipment that have not been caused by us.

### Outages

6.9 We will endeavour to carry out scheduled maintenance:

- (a) within the Scheduled Maintenance Window Times referred to above;
- (b) at other times with prior notice from us; or
- (c) where we need to implement an emergency outage to perform urgent work,

without affecting your products, services or features. However, your products, services or features may not be available during these periods

6.10 If we are required to perform emergency maintenance on our service platform, then we will endeavour to inform you as soon as possible. Your service will not be available during an emergency outage. We aim to provide you with as much notice as possible before an emergency outage.

## 7 SPECIAL MEANINGS

7.1 The following words have the following special meanings in this General Terms part and the other parts of the Cloud Services section (unless otherwise stated):

**business day** means any day, other than a Saturday, Sunday or recognised public holiday in the capital city of the Australian State or Territory in which your premises are located.

**business hours** means a business day between 7am to 7pm EST.

**Cloud Services portal(s)** means the following online portals:

- (a) Telstra Apps Marketplace: <https://marketplace.telstra.com/login>
- (b) Telstra Cloud Services Store: <https://cloud.telstra.com/>

or such other portal or URLs we notify you of from time to time.

**Your Agreement** means the relevant sections of Our Customer Terms and application form or your separate agreement with us.



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- 7.2 Unless otherwise expressly stated, all references to bits or bytes (e.g. MB, GB etc.) in connection with your Cloud Service will have the meanings set out in the International System of Units (or SI) (as defined by the National Institute of Standards and Technology, U.S. Department of Commerce).