## **Our Customer Terms** Telstra Liberate section

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Certain words are used with the specific meanings set out below and in <u>the General Terms</u> of <u>Our Customer Terms</u>.

## 1 About this section

#### Our Customer Terms

- 1.1 This is the Telstra Liberate section of Our Customer Terms.
- 1.2 <u>The General Terms of Our Customer Terms</u> apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

#### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Telstra Liberate section, then the Telstra Liberate section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Telstra Liberate section gives us the right to suspend or terminate all or part of your service, that right is in addition to our rights to suspend or terminate your service under the General Terms.
- 1.5 If you are acquiring your Liberate Premium on TIPT, Liberate Unified and Liberate Mobile service as a small business customer, you should be aware that whilst we do not guarantee or provide warranties in relation to certain aspects of the service, we will provide your Liberate service with reasonable care and skill. Nothing in this section of Our Customer Terms affects your rights under consumer protection laws or the Australian Consumer Law provisions in the General Terms of Our Customer Terms.

## 2 Types of Liberate Services

#### What is Liberate Premium on TIPT?

2.1 Liberate Premium on TIPT is a fixed-to-mobile convergence solution, extending UC features and functionality of your Telstra IP Telephony (TIPT) service natively to your mobile device.

#### What is Liberate Unified?

2.2 Liberate Unified (TIPT) is no longer available on offer. Customers with users on Liberate Unified (TIPT) will be allowed to retain these users on Liberate Unified plans, but all new users can only take up Liberate Premium on TIPT. If they wish to

take up new offer, they are to cancel Liberate Unified and take up Liberate Premium using the Liberate self-service portal.

2.3 Liberate Unified (SIP Connect) is a fixed-to-mobile convergence solution, extending UC & PABX features and functionality of your SIP Connect service natively to your mobile device.

#### What is Liberate Mobile?

2.4 Liberate Mobile service allows you to make and receive voice telephone calls using our underlying fixed access networks from the mobile device. Liberate Mobile is an alternative fixed-to-mobile convergence solution that establishes a new Unified Communications (UC) service to provide UC features and functionality for use on your native mobile device without requiring another underlying UC service.

#### What is Liberate Office (TIPT) and Liberate SIP Connect?

2.5 Liberate Office (TIPT) and Liberate SIP Connect is no longer available on offer. Liberate is a fixed-to-mobile convergence solution, extending UC & PABX features and functionality of your Telstra IP Telephony (TIPT) or SIP Connect service natively to your mobile device.

#### Eligibility

- 2.6 From 6 November 2024 Telstra Liberate is not available for small business customers. Small business customers who signed up for a Telstra Liberate service before 6 November 2024 may continue to use their service until further notice.
- 2.7 To take up Liberate Premium on TIPT, you must:
  - (a) have or take up a compatible Telstra Mobile Service; and
  - (b) have or take up a Telstra IP Telephony (TIPT) service with a Standard or Executive feature package.
- 2.8 To take up Liberate Unified (SIP Connect), you must:
  - (a) have or take up a compatible Telstra Mobile Service; and
  - (b) have an existing SIP Connect Business Line or Business Trunk pack.
- 2.9 To take up Liberate Mobile, you must have or take up a compatible Telstra Mobile Service.
- 2.10 Liberate services are a unique pairing between a fixed line number (FNN) and a mobile service (MSISDN). Each individual service can only have one Liberate service applied concurrently. Liberate is not compatible with Cloud Communications Recording unless we agree otherwise.

- 2.11 Your Underlying Fixed Service is the Telstra IP Telephony (TIPT) or Telstra SIP Connect fixed line service to which you apply your Liberate Premium on TIPT or Liberate Unified (SIP Connect) service. The charges and terms for your Underlying Fixed Service are separate from and in addition to the charges and terms for your Liberate Premium on TIPT, Liberate Unified and Liberate Mobile service.
- 2.12 Liberate is not available to Telstra Wholesale customers or for resale. You must not re-supply the Liberate services to a third party.

### 3 Liberate Functionality

- 3.1 Liberate Premium on TIPT and Liberate Unified are features that connect your Underlying Fixed Service and Telstra mobile service that change the way these services behave natively in the Telstra network.
- 3.2 Liberate Mobile is a feature that changes the way your Telstra mobile service behaves natively in the Telstra network by creating and connecting with a virtual fixed line service.
- 3.3 Liberate features are further explained in the Liberate data sheet available upon request.
- 3.4 Liberate Mobile is also compatible with features packages further described in the <u>Telstra IP Telephony section of Our Customer Terms</u>. The feature packages that you select are described in your application form or agreement with us.
- 3.5 Liberate Mobile cannot be used with a physical desk phone. We do not provide a softphone for use with Liberate Mobile.

#### Liberate Mobile: Allocating and Porting virtual fixed line numbers

- 3.6 Virtual fixed line numbers provided as part of Liberate Mobile are allocated in blocks of contiguous phone numbers ending with the digits "00" through to "99" (or in specific circumstances, "0" through to "9"). In specific circumstances, we may provide single numbers, but this is subject to number audit.
- 3.7 We are able to port blocks of existing fixed line phone numbers for use with Liberate Mobile, subject to technical feasibility and restrictions in the table below:

Porting scenario	Restrictions
Keeping current	You can transfer blocks of 100 contiguous numbers.
numbers from a	You may be able to transfer blocks of 10 contiguous numbers from a
cancelled Telstra	CustomNet service if your existing block has less than 100 contiguous
service	numbers.

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Porting scenario	Restrictions		
	You may be able to transfer single numbers if you are transferring from a PSTN or ISDN service.		
Porting in from another provider	You can port in blocks of 100 contiguous numbers.		
	You may be able to port in blocks of 10 contiguous numbers, or single numbers from specific service types subject to number audit.		
Porting out to another provider	All telephone numbers must be ported out at the same time. Numbers must be ported out in blocks of 100 contiguous numbers.		
	Partial number ranges may be ported out if:		
	<ul> <li>the services are re-organised into separate groups before porting; and</li> </ul>		
	<ul> <li>the fragment to be ported is organised into a block of 100 or more.</li> </ul>		
Using numbers allocated to an existing TIPT or SIP Connect service	If you have an existing TIPT or SIP Connect service, you may transition these numbers for use with Liberate Mobile as a virtual fixed line number.		

- 3.8 You cannot reduce the size of any block to less than 100 telephone numbers unless we agree otherwise. You can increase or decrease the number of active services within a block.
- 3.9 We can vary your phone numbers in accordance with any national regulatory policy on numbering.

#### Liberate Mobile: Call Quality

3.10 The quality of voice calls made using Liberate Mobile may be impacted by the endto-end connectivity (including your virtual fixed service). Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not guarantee that the call quality on calls made through your Liberate Mobile service will met or exceed a certain level.

#### Music on hold content

- 3.11 If you provide content to us as part of a Music on Hold feature:
  - (a) we are not required to review or edit the content you provide to us; and
  - (b) we can delete or require you to delete any content that we reasonably believe is likely to:

- (i) breach our Acceptable Use Policy; or
- (ii) expose us to the risk of any claim, legal or administrative action or prosecution.
- 3.12 Where reasonably possible, we will tell you before we delete any content in accordance with this clause.

#### Outages

3.13 From time-to-time, we may need to implement planned outages to your Liberate Mobile service for maintenance and upgrade purposes. We will provide you with as much notice as possible before commencing any transfer or planned outages and will aim to cause as little impact as possible to your service when we do.

#### **Service Limitations**

3.14 Because Liberate changes the way your service works within the network, it will also change the way certain use is charged as follows:

Use	Liberate Premium on TIPT	Liberate Unified	Liberate Mobile
Outgoing calls from a mobile service in Australia	All calls from the mobile in Australia will be charged based on the fixed service (TIPT) calling rates. however applied discount for local, standard and mobile calls.	All calls from the mobile in Australia will be charged based on the fixed service (SIP Connect) calling rates.	All calls on Liberate Mobile will be charged to the mobile service and mobile call plan, add-ons, and eligibility will still apply.
Outgoing International Direct Dial (IDD) calls from a mobile service in Australia	Charged to your Underlying Fixed Service. Inclusions and rates of your Underlying Fixed Service will apply. You will no longer receive international call inclusions of your mobile service (if any).	Charged to your Underlying Fixed Service. Inclusions and rates of your Underlying Fixed Service will apply. You will no longer receive international call inclusions of your mobile service (if any).	Charged to your mobile service. Inclusions and rates of your mobile service will apply.
Outgoing calls to premium numbers from a mobile service in Australia	Charged to your Underlying Fixed Service. Inclusions and rates of your Underlying Fixed Service will apply. You will no longer receive Premium numbers call inclusions of your mobile service (if any).	Charged to your Underlying Fixed Service. Inclusions and rates of your Underlying Fixed Service will apply. You will no longer receive Premium numbers call inclusions of your mobile service (if any).	Charged to your mobile service. Inclusions and rates of your mobile service will apply.
Call Barring	If you have configured your Underlying Fixed Service to block types of outgoing calls (e.g. calls to international or premium	If you have configured your Underlying Fixed Service to block types of outgoing calls (e.g. calls to international or	N/A

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Use	Liberate Premium on TIPT	Liberate Unified	Liberate Mobile
	numbers), this setting will also block calls made from your mobile service.	premium numbers), this setting will also block calls made from your mobile service.	
Roaming overseas	While roaming, Liberate functionality is available for incoming calls, but does not work for outgoing calls. Roaming inclusions, charges, and add-ons (such as International Day Pass) of your mobile service continue to apply.	While roaming, Liberate functionality is available for incoming calls, but does not work for outgoing calls. Roaming inclusions, charges, and add-ons (such as International Day Pass) of your mobile service continue to	While roaming, Liberate functionality is available for incoming calls, but does not work for outgoing calls. Roaming inclusions, charges, and add-ons (such as International
		apply.	Day Pass) of your mobile service continue to apply.
Unified Voicemail	The unified voicemail service provided with Liberate will supersede the voicemail service of your mobile service and Underlying Fixed Service.	The unified voicemail service provided with Liberate will supersede the voicemail service of your mobile service and Underlying Fixed Service.	The unified voicemail service provided with Liberate will supersede the voicemail service of your mobile service.
	Charges for your existing mobile voicemail service (if any) will continue to apply.	Voicemail saved on your PABX prior to provisioning Liberate will not be lost, but will no longer be accessible within unified voicemail.	Voicemail saved to your MessageBank prior to provisioning Liberate will remain available in unified voicemail.
		Charges for your existing mobile voicemail service (if any) will continue to apply.	Charges for your existing mobile voicemail service (if any) will continue to apply.
Internal calls	N/A	Liberate Unified (SIP Connect) functionality is not available for calls between fixed lines placed entirely within your PBX (i.e. internal calls from a desk phone to an internal fixed number).	N/A
Billing presentation	Liberate Premium on TIPT license fees will be applied on the TIPT section of your Telstra bill.	Call charges will be applied on the SIP Connect section of your Telstra bill, unless changed above.	Call charges will be applied on the Telstra bill of the associated Mobile Service, unless changed above.
			Liberate Mobile license fees will be applied on the TIPT section of your Telstra bill.

- 3.15 Liberate SIP Connect will consume one additional trunk channel license per SIP trunk (in addition to the Underlying Fixed Service) for each concurrent:
  - (a) simultaneous multi-device ring (when ringing); and
  - (b) internal call between fixed lines within your PBX that is forwarded to a mobile service with Liberate (bandwidth will be used, but the call is not chargeable).

#### Liberate companion app

3.16 We will make the Liberate companion app available for you to download. We may require you to agree to a further end user licence agreement (EULA) with us to access the Liberate companion app.

#### Liberate self-service portal

3.17 We will make the Liberate self-service portal available for the authorised admin representative of the Underlying Fixed Service or virtual fixed service to access.

### 4 Charges

4.1 We will charge you the following rates for your Liberate service, unless otherwise set out in your agreement with us:

Liberate Service	Monthly charge (ex. GST)	Monthly charge (incl. GST)	Other Charges
Liberate Premium on TIPT	\$4.00 per service	\$4.40 per service	Charges apply for any optional feature packs you take up.
Liberate Unified (TIPT) license fee	\$0.00 per service	\$0.00 per service	Charges for the underlying TIPT service still apply.
Liberate Unified (SIP Connect) license fee	\$0.00 per service	\$0.00 per service	Charges for the underlying SIP Connect service still apply.
Liberate Mobile license fee	\$8.00 per service	\$8.80 per service	Charges apply for any optional feature packs you take up.
Liberate Office (TIPT)	\$4.00 per service	\$4.40 per service	Charges for the underlying TIPT service still apply.
Liberate SIP Connect	\$8.00 per service	\$8.80 per service	Charges for the underlying SIP Connect service still apply.

4.2 If you have a calling plan on the Underlying Fixed Service, we may audit your Liberate Unified services to confirm your continued eligibility for the calling plan. Where a Liberate Unified service exceeds the maximum number of monthly calls stated as part of those plans, we may migrate that service to another calling plan associated with the Underlying Fixed Service, at our discretion.

#### Multi product discount

- 4.3 Users with Liberate Premium on TIPT will also receive discount on their calls charges. All calls (local, standard, and mobile calls) made from the TIPT service and associated Mobile service while in Australia will be discounted.
- 4.4 A user who takes up Liberate Premium on TIPT and who also has a TIPT Complete calling plan, will only pay for Liberate Premium. Their TIPT Complete Calling plan will be discounted when they add Liberate Premium on their TIPT service.

#### Local Number Portability

4.5 We may charge you the following administrative charge if you wish to port out a Liberate Mobile group to another provider:

Local Number Portability administration charge	GST excl.
Batch charge for the first 100 numbers	\$763.64
Charge for each additional 100 numbers	\$352.00

4.6 We will not charge you to port in telephone numbers to your Liberate Mobile service from other providers. You should check with the other provider for any charges and terms which apply to porting of your number from that provider.

### 5 Minimum Commitment

- 5.1 Liberate Premium on TIPT and Liberate Unified has no minimum term. Any minimum commitments of your Underlying Fixed Service continue to apply.
- 5.2 Each Liberate Mobile license has a minimum term of 12 months.

# Changing your Liberate Premium on TIPT, Liberate Unified or Liberate Mobile service

- 5.3 You may configure your Liberate Premium on TIPT, Liberate Unified (SIP Connect) and Liberate Mobile service using the Liberate self-service portal.
- 5.4 If you request Telstra to perform changes on your behalf, we may charge you an adds, moves and changes fee. We will advise you of the adds, moves and changes fee when you ask us to make the change.

#### Cancelling your Liberate Premium on TIPT, Liberate Unified or Liberate Mobile service

- 5.5 Your underlying fixed, mobile and Liberate services operate independently despite the association created when Liberate is active. Cancellation of one service will not automatically cancel the others.
- 5.6 License fees for Liberate Mobile will continue to apply even if the license is not associated to an active mobile service.
- 5.7 You may remove your Liberate Premium on TIPT service using the Liberate selfservice portal.
- 5.8 A user who previously had TIPT Complete calling plan before applying Liberate Premium will have TIPT Complete charges restored as they cancel Liberate Premium.

#### Authorised representatives

- 5.9 To request to connect Liberate Premium on TIPT, Liberate Unified or Liberate Mobile, a user must be an authorised representative for the Underlying Fixed Service or Virtual Fixed Service. Activation will not be completed until also accepted by an authorised representative of the Mobile service.
- 5.10 The connection between fixed and mobile services created by Liberate can be removed by an authorised representative for either service, but this will not cancel the Liberate Mobile license or Underlying Fixed Service. To cancel the license, a user must be an authorised representative for the Underlying Fixed Service.

#### **Early Termination Charge**

- 5.11 Early Termination Charges do not apply to Liberate Premium on TIPT and Liberate Unified.
- 5.12 You may be required to pay us an early termination charge for Liberate Mobile if, before the end of the agreed term:
  - (a) you cancel your Liberate Mobile service (when we are not in breach); or
  - (b) you cancel one or more feature packages; or
  - (c) we cancel your Liberate Mobile service because you are in breach of your agreement with us.
- 5.13 The early termination charge is an amount equal to 30% of the monthly service charges for your cancelled Feature Packages or Liberate Mobile Service (as applicable) in respect of the month in which you cancel them, multiplied by the number of months (or part thereof) remaining until the end of the agreed term.