Our Customer Terms
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Our Customer Terms
Cloud Services – T.Dev Portal – Telstra Verification API

Certain words are used with the specific meanings set out below or in the General Terms of Our Customer Terms.

1   ABOUT THIS SECTION

Our Customer Terms

1.1   This is the Telstra Verification application programming interface (**VER API**) section of Our Customer Terms.

1.2   Except where expressly stated in these terms, the T.Dev Portal Terms of Use also apply to the VER API in addition to these terms.

1.3   Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. See section one of the General Terms of Our Customer Terms for more detail on how the various sections of Our Customer Terms are to be read together.

1.4   This VER API section of Our Customer Terms takes precedence to the extent it is inconsistent with the T.Dev Portal Terms of Use.

2   TELSTRA VERIFICATION API

What is the Telstra Verification API?

2.1   The VER API provides a mechanism via which you are able to request data from Telstra about certain network events (**Event Data**) that occur in connection with a registered mobile number and SIM card (**Mobile Service**) of your end customers (**End Users**). A "**Network Event**" means each of the events (including individual attributes) listed online at https://dev.telstra.com/docs/verification-api. We may add further attributes to this list at any time but we will not remove any attributes without providing you with reasonable notice in writing.

2.2   You can elect to receive Event Data via the VER API in connection with one or more of the following categories of Network Events in connection with any Telstra Mobile Service:

   (a)   SIM swap Network Events; and

   Deactivation Network Events.

2.3   We are not currently able to detect or report on Network Events that occur:

   (a)   in connection with Mobile Services provided by Telstra's Mobile Virtual Network Operator (MVNO), as these are not Telstra Mobile Services; or

   (b)   on another carrier network, as these are not associated with Telstra's mobile network.

2.4   We will provide you with the following items of Event Data in connection with Network Events:

   (a)   an indicator value representing a time range of the recency of a SIM Swap occurring on the provided mobile number (MSISDN)

(b) a boolean status based on a Mobile Service being deactivated after the provided date

2.5 The purpose of the VER API is to assist you to detect and prevent fraud by providing you with Event Data in order to conduct secondary security checks and investigate suspected fraudulent activity affecting your End Users. Eligibility

2.6 You can obtain access to the VER API via the T.DEV portal at https://dev.telstra.com/

2.7 To access and use the VER API and receive the Event Data, you must:

(a) complete all activities necessary in order to access and use the T.Dev portal, including creating an account and accepting the T.Dev Portal Terms of Use;

(b) acquire a license to access and use the VER API and Event Data in accordance with these terms by entering into a separate agreement with us;

(c) separately obtain any access services necessary to access and use the VER API and receive the Event Data. You are responsible for maintaining (including the payment of associated charges) the access service(s); and

(d) ensure your equipment, software and infrastructure is compatible with the VER API. We may conduct reasonable checks and tests to satisfy us that your equipment, software and infrastructure is compatible before providing the VER API.

2.8 The VER API is not available for resale by you unless you have entered into a separate agreement with us for that purpose.

2.9 You must ensure that only your authorised employees, agents, independent contractors or consultants of your company who have a unique log-in or other identifier for their individual use of the VER API are permitted to access and use the VER API and the Event Data (**Authorised Users**) in accordance with these terms.

2.10 To be eligible to access the VER API, you must be a Telstra Enterprise or Premier Business Customer with a valid ABN, ACN or ARBN. You are not eligible to access the VER API if you are a Telstra wholesale customer.

User Guide

2.11 If you acquire a license to the VER API, you will be able to use all of the functionality as described in the user guide on the T.DEV portal for the VER API (**User Guide**).

3 LICENSE RIGHTS AND IP

License to the VER API

3.1 We grant you a non-exclusive, non-assignable, non-transferrable, revocable, restricted license for the term of your PAYG Plan or Fixed Term Plan (as applicable and as set out in your separate agreement with us) to access and use, and permit your Authorised Users to access and use, the VER API and User Guide in order to

request and receive Event Data, solely for the purposes set out in clause 2.5 and otherwise in accordance with these terms and your separate agreement with us.

3.2   The license granted in accordance with clause 3.1 is conditional on your payment of all applicable fees and charges, as set out in your separate agreement with us.

Intellectual Property Rights in the VER API

3.3   As between you and us, we own all rights (including intellectual property rights) in or related to the VER API (including all modifications, enhancements or improvements to it). We reserve all rights not expressly granted to you under these terms.

3.4   You grant us a non-exclusive, non-transferable licence to use, copy, transmit, store and back-up any data or material that you provide to us for the purpose of supplying the VER API, Event Data and related services to you and otherwise fulfilling our obligations under these terms.

3.5   You must not:

(a)   use, display, copy, modify, sub-licence, assign, rent, share, lease, distribute or otherwise transfer any right to use the VER API, User Guide or Event Data to any other person except as expressly permitted under these terms; or

(b)   reproduce, translate, adapt, modify, alter, de-compile, disassemble, or reverse-engineer the VER API or User Guide, except as permitted under the Copyright Act 1968 (Cth).

4   EVENT DATA

End Users Notification

4.1   Before making a request for Event Data in relation to a registered Mobile Service, you must first ensure you have complied with your obligations under the Privacy Laws in relation to the collection, use and disclosure of Event Data in connection with the TED API, including but not limited to any notification and consent requirements.

4.2   In the event of an End User complaint, regulator request or other dispute concerning End User(s) data, you must provide us with copies of all or any documentary evidence to demonstrate your compliance with your privacy obligations in connection with the TED API within a reasonable period after a written request from us.

4.3   Provision of Event Data

4.4   You are entitled to receive Event Data about a registered Mobile Service in the following ways:

(a)   at any time, you may send a request to Telstra via the VER API for Network Events that have occurred in connection with a Mobile Service and Telstra will provide you with the relevant Event Data in response to such request. If Telstra does not have a record of any Network Event against the relevant Mobile Service, you will be advised of this.

4.5   You acknowledge and agree that:

(a)   we are not able to provide a catalogue of historical Event Data; and

(b)   we do not commit to store Event Data for more than 15 days after the occurrence of a Sim Swap Network Event and 10 years for a Deactivation Network Event. If you request Event Data for a Network Event that occurred outside of our related storage period, such Event Data may not be available and we are not required to fulfil your request.

Use and disclosure of Event Data

4.6   The Event Data must only be used by you for the purposes set out in clause 2.5.

4.7   You must not disclose to anyone, other than your Authorised Users, Event Data except:

(a)   for the purposes set out in clause 2.5;

(b)   to police or another law enforcement body;

(c)   to obtain professional advice;

(d)   to comply with any law, industry code or court order; or

(e)   with our prior written consent.

4.8   If you disclose any of Event Data to a third party as permitted under clause 4.7, you must:

(a)   ensure that the third party complies with clauses 4, 5 and **Error! Reference source not found.** as if it was you; and

(b)   accept responsibility for any act or omission by that third party in relation to the Event Data as if it was an act or omission of you under these terms.

Data Security

4.9   You are responsible for the security of all Event Data received by you via the VER API. You agree to protect all received Event Data from unauthorised access, use and disclosure to the same extent (but using no less than a reasonable degree of care) and in the same manner that you protect your own data of a similar nature.

4.10   You are not permitted to retain Event Data for more than 90 days after receipt via the VER API. You agree to delete all Event Data in your possession or control no later than 90 days after receipt.

Audit rights

4.11   Within 14 days of a request to do so, you must give us (or a third party nominated by us) all information and reasonable access to your staff, records and systems as reasonably required by us or our nominated third party for the purpose of auditing your compliance with these terms.

5 PRIVACY AND DATA

5.1 In this clause:

(a) "APPs" means the Australian Privacy Principles, as set out in Schedule 1 of the Privacy Act;

(b) "Personal Information" means all personal information (as defined in the Privacy Act) which is received or learnt by a party from any source as a consequence of or in the course of exercising or performing its rights and obligations under this agreement;

(c) "Privacy Act" means the Privacy Act 1988 (Cth); and

(d) "Privacy Laws" means the Privacy Act and any other laws, regulations and binding industry codes relating to the management of Personal Information.

5.2 You acknowledge that Event Data may be Personal Information.

5.3 You must:

(a) comply with all Privacy Laws in relation to the Personal Information, whether or not you are an organisation bound by the Privacy Act;

(b) collect, store, use, disclose or otherwise deal with the Personal Information only as permitted under these terms and the Privacy Laws;

(c) comply with all reasonable directions given by us in relation to the management of the Personal Information, except to the extent that doing so would cause you to breach a Privacy Law;

(d) not do anything that would put us in breach of any Privacy Laws in relation to the Personal Information;

(e) provide such assistance as we may reasonably request in order to enable Telstra to comply with any Privacy Laws in relation to the Personal Information;

(f) take such steps (if any) as are reasonable in the circumstances to ensure that the Personal Information is accurate, up-to-date, complete and relevant;

(g) take such steps as are reasonable in the circumstances to protect the Personal Information from misuse, interference and loss, and from unauthorised access, modification or disclosure; and

(h) not disclose any Personal Information to a person (including itself) outside Australia without express prior approval in writing from us.

5.4 If you become aware or have reason to suspect that:

(a) there has been unauthorised access to, or unauthorised disclosure of, any Event Data or any other breach of your obligations in relation to the Event Data (a "**Data Breach**"); or

(b)   any Event Data has been lost in circumstances where unauthorised access to, or unauthorised disclosure of, the Event Data may occur (a "**Loss of Data**"),

then you must immediately notify us of that Data Breach or Loss of Data.

5.5   If we become aware or have reason to suspect (either due to a notice issued by you or otherwise) that a Data Breach or a Loss of Data has occurred, then at our request you must immediately:

(a)   disclose to us all information in your possession or control relevant to the Data Breach or Loss of Data;

(b)   provide such assistance as we may reasonably require in connection with our investigation of the Data Breach or Loss of Data;

(c)   without limiting paragraph (b), give us (or a third party nominated by us) all information and access to your premises, staff, processes, records and systems reasonably required by us or the nominated third party (as applicable) for the purposes of investigating the Data Breach or Loss of Data; and

(d)   comply with any directions given by us for the purposes of remedying or mitigating the effects of the Data Breach or Loss of Data.

5.6   We will be solely responsible for determining whether or not a Data Breach or Loss of Data is likely to result in serious harm to any other person. You must:

(a)   provide such assistance as you may reasonably request in order to enable us to make such a determination; and

(b)   not disclose to any third party (including any government agency) the existence or circumstances surrounding a Data Breach or Loss of Data without express prior approval in writing from us.

6   YOUR ADDITIONAL RESPONSIBILITIES

Acceptable use

6.1   You must comply with our [Acceptable Usage Policy](#) (as we vary it from time to time).

Authorised Users

6.2   Subject to clause 4.7, you must ensure that only your Authorised Users access and use the VER API and the Event Data. You are responsible for your Authorised Users' compliance with these terms, the T.Dev Portal Terms of Use and your separate agreement with us.

Your additional responsibilities

6.3   You must:

(a)   ensure that your applicable applications and systems are appropriately integrated with the VER API so as to enable you to receive the Event Data

and use the VER API in accordance with these terms and your separate agreement with us;

(b)   appoint at least one appropriately skilled and qualified member of your staff to liaise with us on all matters relating to the VER API (**Authorised Representative**). You may change your Authorised Representative at any time by providing us with notice in writing; and

(c)   provide us with all reasonable assistance, access, information, data and materials, as required by us to perform support and maintenance in connection with the VER API in accordance with clause 8.

6.4   You are responsible for ensuring the confidentiality and security of any registration keys, account numbers, log-in and authentication details and personal identification numbers (PIN) used by you or your Authorised Users in connection with the VER API. We will not be liable for any loss or damage that you or any other person may suffer in relation to any unauthorised access to, or use of, the VER API, except to the extent our (or our contractors') negligence of breach of contract caused or contributed to the unauthorised access to, or use of, the VER API.

7   INDEMNITIES AND DISCLAIMERS

Indemnity

7.1   You indemnify us against any losses, liabilities, fines, damages, costs, expenses and claims, including third party claims (**Loss**), suffered or incurred by us and that arise naturally (that is, according to the usual course of things) as a result of any breach by you of clauses 4 or 5 of these terms, except to the extent such a breach by you is caused or contributed to by us. We will take reasonable steps to mitigate our Loss suffered or incurred as a result of the breach.

Disclaimers

7.2   To the extent permitted by law and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms:

(a)   we do not warrant that the Event Data is accurate;

(b)   we provide the VER API and the Event Data on an "as is" basis and we do not warrant that they are or will be uninterrupted, error-free or meet your requirements, or will be timely, secure or fit for any purpose; and

(c)   we make no representations or warranties about merchantability, fitness for purpose, title or ownership of the VER API or the Event Data, or whether they infringe another person's rights.

7.3   We will use reasonable endeavours to provide you with Event Data about a registered Mobile Service as soon as reasonably practicable after a Network Event occurs. However, subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we make no guarantees as to the timeliness of that Event Data.

7.4   While the security of your data is important to us, you acknowledge that, to the extent permitted by law and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms:

(a)   we do not give any warranty or other assurance in relation to the security of the VER API (or the security of any data you send, receive or store in connection with its use); and

(b)   we are not for liable for any loss of or damage to data, or any unauthorised access to data, which occurs as a result of your use of the VER API, except to the extent our (or our contractors') negligence of breach of contract caused or contributed to such loss of or damage to data, or any unauthorised access to data.

8   SUPPORT

Support

8.1   We will provide you with a help desk (**Help Desk**) to assist you to access and use the VER API and for the purpose of reporting service incidents.

8.2   You can find information about available support and the Help Deskin the T.Dev Portal here: https://dev.telstra.com/support

8.3   You must report all VER API faults or service problems to the Help Desk as soon as possible.

8.4   Self-help and other support materials are available to all customers on the section of the T.Dev Portal relation to the VER API.

Scheduled and Unscheduled Maintenance

8.5   From time to time, the VER API may be unavailable because we need to conduct scheduled maintenance in connection with the VER API or the underlying infrastructure used to provide it to you (**Scheduled Maintenance**).

8.6   We will use reasonable endeavours to carry out Scheduled Maintenance:

(a)   within specified windows that have been notified to you in advance; and

(b)   in such a way as to minimise adverse impacts to your use of the VER API.

However, the VER API, or your ability to receive Event Data via the VER API, may be unavailable during these periods of Scheduled Maintenance.

8.7   If we are required to perform unscheduled emergency maintenance in connection with the VER API, then we will provide you with as much notice as possible of such unscheduled maintenance and we will provide you with regular updates as to when we expect such unscheduled maintenance to be completed.

9   PLANS AND CHARGES

General

9.1   You may choose to access and use the VER API under a 12 month or 36 month subscription plan (**Fixed Term Plan**), subject to the terms below and your separate agreement with us.

9.2   The charges for your Fixed Term Plan are as set out in your separate agreement with us.

9.3   The billing cycle for all Fixed Term Plans begins on the 1st day of each month.

Fixed Term Plan

9.4   Fixed Term Plans are available until withdrawn by us.

9.5   Under a Fixed Term Plan, you are required to pay a fixed fee monthly in advance in return for the right to receive Event Data in connection with a minimum number of individual requests during each month of your term (**Minimum Commitment**). Additional requests above this number will be charged at a rate for the applicable volume tiers.

9.6   If you commence your Fixed Term Plan part way through a billing month, the applicable monthly fixed fee for such initial month will not be prorated.

9.7   Your Fixed Term Plan and the applicable charges are as set out in your separate agreement with us.

9.8   If you do not send requests up to the monthly minimum applicable to your Fixed Term Plan, you are not entitled to a pro rata refund for the portion of your minimum that remains unused at the end of the month, and the unused portion of your Fixed Term Plan expires and does not roll-over to the next month of your Fixed Term Plan.

9.9   If you exceed the minimum applicable to your Fixed Term Plan in any month, each additional request above your applicable minimum will be charged to you at the excess unit price applicable to your selected Fixed Term Plan (as set out in your separate agreement with us) and will be payable to us in arrears.

9.10   You may only terminate your Fixed Term Plan in accordance with clause 10.

10   TERM AND TERMINATION

Minimum Term and Automatic Renewal

10.1   If you select a Fixed Term Plan, a minimum term of 12 or 36 months applies. The first six months of the Fixed Term Plan is the "**Ramp-up Period**" during which a different Minimum Commitment and pricing may apply as set out in your separate agreement with us.

10.2   Early termination charges may apply should you terminate or downgrade your Fixed Term Plan prior to the end of your minimum term, as set out in claus 10.9 of these terms. We may also charge you any waived service charges.

10.3   At the end of your minimum term, your Fixed Term Plan renews each year for a further 12 months on the same terms, unless you tell us at least 30 days in advance of the date of automatic renewal that you want your Fixed Term Plan to terminate. We will provide you with reasonable advance notice that your service is about to be renewed. After your service 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 service (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 service at any time after your service has renewed without having to pay any early termination charges (including the charges contemplated in the previous sentence).

10.4   If your Fixed Term Plan is no longer available at the end of your minimum term, we may roll your service over to any other current plan which is reasonably comparable, unless you tell us at least 30 days in advance of the date of expiry of your Fixed Term Plan that you want your Fixed Term Plan to terminate. We will tell you reasonably in advance before this happens. After your service has been migrated, if your service has been migrated to a fixed term service, you can terminate your service at any time in which case we will not charge you the standard early termination charges for your service (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 or if the migration to the new service has more than a minor detrimental impact on you, you may terminate your service at any time after your service has been migrated without having to pay any early termination charges (including the charges contemplated in the previous sentence).

Termination and Suspension

10.5   You may terminate your Fixed Term Plan at any time by giving us at least 30 days' prior written notice. However if you terminate your plan with us for any reason during the then current term (other than for our material breach or in accordance with clause 10.3), we may charge you an early termination charge as set out below.

10.6   We may suspend your access to the VER API (or any part of it) immediately, if we believe on reasonable grounds that it is being used contrary to our [Acceptable Usage Policy](#), or contrary to any other section of these terms or your separate agreement with us. You will still be liable for all charges for the VER API during any period of suspension.

10.7   If you fail to comply with your obligations under these terms or your separate agreement with us, we may terminate your agreement on 30 days' prior written notice. Where your failure to comply materially affects us or any third party, we may terminate your agreement with us (including your licence to the VER API and right to receive Event Data) immediately. You acknowledge that any use of the Event Data for purposes not permitted by these terms, or any breach of clauses 4, 5, or 6 will materially affect us and will entitle us to terminate immediately.

Consequences of Termination

10.8   On the date of expiry or termination of your Fixed Term Plan with us for any reason, you must:

(a)   immediately cease all use of the VER API; and

(b)   no longer use, and must securely destroy, all Event Data in your possession or control.

Early Termination Charges

10.9 If you terminate your Fixed Term Plan prior to the end of your minimum term for any reason other than our material breach, we may charge you an early termination charge of an amount 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 as follows:

Date of Termination	Early Termination Fee
During the Ramp-up Period	A x B x 100%
After the Ramp-up Period	A x C x 25%

Where:

A = the Minimum Commitment fee

B = the number of months (or part of a month) remaining in the Ramp-up Period

C = the number of months (or part of a month) remaining in the Fixed Term Plan