

Our Customer Terms

Cloud Services – T.Dev Portal – Telstra Event Detection API

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Certain words are used with the specific meanings set out below or in [the General Terms of Our Customer Terms](#).

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1 ABOUT THIS SECTION

Our Customer Terms

- 1.1 This is the Telstra Event Detection application programming interface (**TED 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 TED 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 TED API section of Our Customer Terms takes precedence to the extent it is inconsistent with the T.Dev Portal Terms of Use.

2 TELSTRA EVENT DETECTION API

What is the Telstra Event Detection API?

- 2.1 The TED API provides a mechanism via which you are able to subscribe to receive data from Telstra about certain network events (**Event Data**) that occur in connection with the registered “Mobile Services” of your end customers (**End Users**). A “**Mobile Service**” is comprised of a mobile number and a SIM card.
- 2.2 Event Data relates to the following types of SIM swap network events associated with the Telstra network that occur in connection with any Telstra Mobile Service that you have registered with us in accordance with clause 4.7:
 - (a) the mobile number associated with the Mobile Service changes but the SIM card associated with the Mobile Service remains the same;
 - (b) the relevant mobile number is ported away from Telstra to another mobile service provider;
 - (c) a new SIM is issued in connection with the relevant Mobile Service but the associated mobile number is unchanged and remains with Telstra;
 - (d) a new Mobile Service is created with Telstra (which may be, but is not necessarily, the result of porting of the relevant mobile number to Telstra from another mobile service provider); and
 - (e) an existing Telstra Mobile Service is cancelled,(collectively, **Network Events**).
- 2.3 We are not currently able to detect or report on Network Events that occur:

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- (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) the mobile number (MSISDN) in connection with which the Network Event occurred;
 - (b) the carrier network via which the relevant Mobile Service is provided (though we are not able to identify the mobile service provider, which may be the carrier network operator or an MVNO customer of that network operator);
 - (c) a time stamp of when the Network Event occurred; and
 - (d) information about the nature of the Network Event.
- 2.5 The purpose of the TED API is to assist you to detect and prevent fraud involving commercial transactions by providing you with Event Data in order to conduct secondary security checks and investigate suspected fraudulent activity affecting your End Users. We will only provide Event Data in connection with a Mobile Service to you through the TED API where you have obtained the Consent of the End User of a Mobile Service, as set out at clause 4.6.

Eligibility

- 2.6 You can obtain access to the TED API via the T.DEV portal at <https://dev.telstra.com/>
- 2.7 To access and use the TED 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 TED 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 TED 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 TED API. We may conduct reasonable checks and tests to satisfy us that your equipment, software and infrastructure is compatible before providing the TED API.

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- 2.8 The TED 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 TED API are permitted to access and use the TED API and the Event Data (**Authorised Users**) in accordance with these terms.
- 2.10 To be eligible to access the TED 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 TED API if you are a Telstra wholesale customer.

User Guide

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

3 LICENSE RIGHTS AND IP

License to the TED 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 TED 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 TED API

- 3.3 As between you and us, we own all rights (including intellectual property rights) in or related to the TED 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 TED 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 TED API, User Guide or Event Data to any other person except as expressly permitted under these terms; or

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

4 EVENT DATA

End User Notification

- 4.1 You must prepare a notification containing detailed information about your intended use of the TED API, including what information will be disclosed by you and to you via the TED API, for what purposes the information will be disclosed, and to what entities the information will be disclosed (**End User Notification**).
- 4.2 Without limiting your obligations in clause 4.1, the End User Notification must contain all information required by Australia Privacy Principle 5 under the Privacy Act 1988 (Cth).
- 4.3 A copy of the proposed End User Notification must be provided to us for approval at least 10 days before it is first presented to an End User (or at such other time as we mutually agree). You must not present the End User Notification to an End User until it has been approved by us. We may suggest reasonable amendments to the End User Notification, but must not unreasonably withhold or delay approval.
- 4.4 You must provide a copy of the End User Notification to each End User prior to, or at the time, you seek the End User's Consent for their Event Data to be disclosed and used in conjunction with the TED API.

Consent requirements

- 4.5 For the purposes of these terms, "**Consent**" means express, informed consent obtained in writing from the End User.
- 4.6 Before making a request for Event Data in relation to a registered Mobile Service, you must obtain the Consent from the End User to:
 - (a) us disclosing their Event Data to you through the TED API for the purposes set out in clause 2.5; and
 - (b) you using the Event Data that we disclose to you through the TED API for the purposes set out in clause 2.5.
- 4.7 After the End User provides Consent as set out in clause 4.6:
 - (a) you may send a registration request with respect to a particular Mobile Service to us via the TED API; and
 - (b) we will provide you with Event Data about Network Events that occur in connection with a registered Mobile Service in accordance with clause 4.10.
- 4.8 In sending a registration request to us with respect to a particular Mobile Service, you are representing and warranting that:

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- (a) the End User is one of your customers; and
- (b) you have obtained the Consent of the End User in accordance with clause 4.6.

4.9 If an End User notifies either party that they withdraw their Consent and/or no longer want their Mobile Service to be registered in connection with the TED API, then:

- (a) that party must immediately notify the other party;
- (b) the relevant mobile number will be removed from the white list; and
- (c) you must not request further Event Data about that Mobile Service through the TED API.

Provision of Event Data

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

- (a) when a Network Event occurs in connection with a registered Mobile Service, Telstra will automatically push the associated Event Data to you via the TED API; and
- (b) at any time, you may send a request to Telstra via the TED API for the most recent Network Event that has occurred in connection with a registered 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, together with the carrier network via which the relevant Mobile Service is currently provided.

4.11 You acknowledge and agree that:

- (a) we are only able to provide you with Event Data for the most recent Network Event that has occurred in connection with a registered Mobile Service and 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 90 days after the occurrence of a Network Event. If you request Event Data for a Network Event that occurred more than 90 days prior to your request, such Event Data may not be available and we are not required to fulfil your request.

Use and disclosure of Event Data

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

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

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

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- (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.
- 4.14 If you disclose any of Event Data to a third party as permitted under clause 4.13, you must:
- (a) ensure that the third party complies with clauses 4, 5 and 6 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

- 4.15 You are responsible for the security of all Event Data received by you via the TED 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.
- 4.16 You are not permitted to retain Event Data for more than 90 days after receipt via the TED API. You agree to delete all Event Data in your possession or control no later than 90 days after receipt.

Audit rights

- 4.17 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 you staff, records (including copies of the Consents collected under clause 4.6) and systems as reasonably required by us or our nominated third party for the purpose of auditing your compliance with these terms.

5 PRIVACY ACT

- 5.1 In clauses 5 and 6:
- (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.

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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.

6 DATA BREACHES

6.1 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.

6.2 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;

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- (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.
- 6.3 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.

7 YOUR ADDITIONAL RESPONSIBILITIES

Acceptable use

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

Authorised Users

- 7.2 Subject to clause 4.13, you must ensure that only your Authorised Users access and use the TED 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

- 7.3 You must:
- (a) ensure that your applicable applications and systems are appropriately integrated with the TED API so as to enable you to receive the Event Data and use the TED 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 TED 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

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maintenance in connection with the TED API in accordance with clause 9.

- 7.4 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 TED 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 TED API.

8 INDEMNITIES AND DISCLAIMERS

Indemnity

- 8.1 You indemnify us against any losses, liabilities, fines, damages, costs, expenses and claims, including third party claims, suffered or incurred by us as a result of or in connection with any breach by you of clauses 4, 5 or 6 these terms.

Disclaimers

- 8.2 To the extent permitted by law:
- (a) we do not warrant that the Event Data is accurate;
 - (b) we provide the TED 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 TED API or the Event Data, or whether they infringe another person’s rights.
- 8.3 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, we make no guarantees as to the timeliness of that Event Data.
- 8.4 While the security of your data is important to us, you acknowledge that, to the extent permitted by law:
- (a) we do not give any warranty or other assurance in relation to the security of the TED 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 TED API.

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9 SUPPORT

Support

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

9.2 You can contact the Help Desk using the following contact details:

Telephone:

- Technical Support and Faults: 1800 414 256 (24/7)
- Billing Inquiries: Phone: 1800 878 483 (Business hours Mon-Fri)

Email: CloudServicesSupport@online.telstra.com.au

General inquiries:

- T.Dev Support forum: <https://dev.telstra.com/forums/event-detection-api-forum>
- Twitter: @TelstraDev

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

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

Scheduled and Unscheduled Maintenance

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

9.6 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 TED API.

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

9.7 If we are required to perform unscheduled emergency maintenance in connection with the TED 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.

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10 PLANS AND CHARGES

General

- 10.1 You may choose to access and use the TED API under either a pay-as-you-go plan (**PAYG Plan**) or a 12 month subscription plan (**Fixed Term Plan**), subject to the terms below and your separate agreement with us.
- 10.2 The charges for your PAYG Plan or Fixed Term Plan (as applicable) are as set out in your separate agreement with us.
- 10.3 You may only select either a PAYG Plan or a Fixed Term Plan. You cannot mix plan types on the same account.
- 10.4 Subject to clause 11.6(b), you may move from a PAYG Plan to a Fixed Term Plan at any time.
- 10.5 If you wish to move from a Fixed Term Plan to a PAYG Plan, you may only do so by terminating your Fixed Term Plan in accordance with clause 11.
- 10.6 The billing cycle for all PAYG Plans and Fixed Term Plans begins on the 1st day of each month.

PAYG Plan

- 10.7 PAYG Plans are available until withdrawn by us.
- 10.8 If you select the PAYG Plan, your right to use the TED API will continue on a month to month basis and you may cancel your receipt of the TED API at any time in accordance with clause 11.6.
- 10.9 The charges applicable to PAYG Plans are calculated by reference to volume tiers based on the highest number of Mobile Services that you have registered with us in each month, even if you subsequently reduce your number of registered Mobile Services later in the month. You will be charged for each volume tier applicable to you in a given month by multiplying the number of your registered Mobile Services falling within the each relevant volume tier by the unit price applicable to such volume tier.
- 10.10 For illustrative purposes only, the charges for monitoring 2,000 registered Mobile Services for one month may be charged at:
 $(1,000 * 25c) + (1,000 * 20c) = \450 (ex GST), where the unit price for 1 – 1,000 registered Mobile Services is 25c each, and the unit price for 1,001 – 2000 registered Mobile Services is 20c each.
- 10.11 If you commence a PAYG Plan part way through any billing month, you will still be charged for the entire month in accordance with clause 10.9 and you will not be entitled to a pro rata reduction of your charges for the portion of the month prior to the commencement of your PAYG Plan.

Fixed Term Plan

- 10.12 Fixed Term Plans are available until withdrawn by us.

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- 10.13 If you select a Fixed Term Plan, a minimum term of 12 months applies.
- 10.14 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 capped number of individual registered Mobile Services during each month of your term. You are responsible for monitoring the volume of Mobile Services that you have registered with us at any one time.
- 10.15 If you commence your Fixed Term Plan part way through a billing month, the applicable monthly fixed fee for such initial month will be prorated based on the number of days remaining in the month from the day your Fixed Term Plan commences.
- 10.16 At the beginning of your subscription, you are able to select from a number of Fixed Term Plan options with different caps and pricing. Your selected Fixed Term Plan and the applicable charges are as set out in your separate agreement with us.
- 10.17 If you do not register up to the monthly cap of Mobile Services applicable to your Fixed Term Plan, you are not entitled to a pro rata refund for the portion of your cap 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.
- 10.18 If you exceed the cap applicable to your Fixed Term Plan in any month, each additional registered Mobile Service above your applicable cap 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.
- 10.19 Subject to clause 11.2, you may choose to upgrade your Fixed Term Plan at any time with effect from the beginning of the next billing month.
- 10.20 You may only downgrade or terminate your Fixed Term Plan in accordance with clause 11.

11 TERM AND TERMINATION

Minimum Term and Automatic Renewal

- 11.1 If you select a Fixed Term Plan, a minimum term of 12 months applies. 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 clauses 11.10 to 11.13 of these terms. We may also charge you any waived service charges.
- 11.2 If we you choose to upgrade your Fixed Term Plan or we allow you to downgrade your Fixed Term Plan, a new 12 month minimum term applies to your upgraded or downgraded Fixed Term Plan from the date such upgrade or downgrade takes effect. You may only upgrade or downgrade your existing Fixed Term Plan if such Fixed Term Plan is still available for recontracting at the relevant time.

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- 11.3 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.
- 11.4 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. We will tell you before this happens.
- 11.5 If you select a PAYG Plan, no minimum term applies and you may terminate your PAYG Plan at any time in accordance with clause 11.6.

Termination and Suspension

- 11.6 You may terminate your PAYG Plan or Fixed Term Plan at any time by giving us at least 30 days' prior written notice. However:
- (a) if you are on a Fixed Term Plan and 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 11.2), we may charge you an early termination charge as set out in your separate agreement with us; and
 - (b) if you are on a PAYG Plan and you terminate your plan with us part way through the then current billing month, you will still be charged for the entire month in accordance with clause 10.9, and you will not be entitled to a pro rata refund for the portion of the month remaining after you terminate your plan.
- 11.7 We may suspend your access to the TED 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 TED API during any period of suspension.
- 11.8 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 TED 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

- 11.9 On the date of expiry or termination of your applicable PAYG Plan or Fixed Term Plan with us for any reason, you must:
- (a) immediately cease all use of the TED API; and
 - (b) no longer use, and must securely destroy, all Event Data in your possession or control.

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Early Termination Charges

- 11.10 If you terminate or downgrade your Fixed Term Plan prior to the end of your minimum term, you will be deemed to have been on a PAYG Plan from the start of your subscription term until the date of termination. The applicable charges for your receipt of the TED API will therefore be recalculated in accordance with the PAYG Plan terms set out in clauses 10.7 to 10.11, based on your actual consumption during the relevant period.
- 11.11 Where this recalculation results in you owing additional charges to us under the PAYG Plan, we may require you to pay the difference between the charges you have already paid under your Fixed Term Plan and the charges that are due as a result of your conversion to a PAYG Plan for the relevant period.
- 11.12 ETCs are therefore calculated as follows:
- $$\text{ETC} = \text{B} - \text{A}$$
- Where:
- A = the total charges already paid by you under your Fixed Term Plan up to the date of termination; and
- B = the total charges payable by you under a PAYG Plan up to the date of termination based on your actual monthly consumption.
- 11.13 Where the recalculation does not result in you owing additional charges to Telstra, no Early Termination Charge is payable by you, but you are not entitled to a refund from Telstra.