

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

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### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

Certain words are used with the specific meanings set in Part A – General of the Telstra Mobile section, or in the General Terms of Our Customer Terms.

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## 1 About this Part

Telstra has announced that it will be switching off its 3G (850 MHz) service on 31 August 2024. If you use 3G only devices, the services and related products you acquire in connection with Telstra Wireless M2M Control Centre or M2M Wireless, will be impacted and will no longer work from 31 August 2024. For further information please visit: [tel.st/3g](http://tel.st/3g)

### IoT, LPWAN and M2M (Machine to Machine)

- Telstra IoT Data SIM Plans
- Telstra LPWAN Data SIM Plans
- Telstra Wireless Machine to Machine (M2M)
- Control Centre
- IoT Connection Manager

### Our Customer Terms

- 1.1 This is the Telstra IoT, LPWAN and Telstra Wireless Machine to Machine section of Our Customer Terms. It is part of the Telstra Mobile section of Our Customer Terms.

### Other sections apply

- 1.2 The General Terms of Our Customer Terms also apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.
- 1.3 The General Conditions for Data Services in Part G – Data Services apply to the Telstra Wireless Machine to Machine (“**M2M**”) service.
- 1.4 Part A – General of the Telstra Mobiles section applies to the Telstra Wireless M2M service.

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## 2 Telstra Wireless M2M service

### What is the Telstra Wireless M2M service?

- 2.1 The Telstra Wireless M2M service allows you to establish machine-to-machine IP connectivity with a device over compatible Telstra mobile networks by way of a Telstra Wireless M2M p (**Telstra Wireless M2M Plan**). Depending on which plan you choose, your Telstra Wireless M2M service will comprise some or all of the following:
- (a) connectivity to our network;
  - (b) SIM cards and SIM chips;

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- (c) a data plan; and
- (d) access to the Control Centre.

2.2 If you use Control Centre, you will have a separate agreement with us that includes further terms about the Control Centre and Control Centre data plans.

#### **What connections and service types does it support?**

- 2.3 The Telstra Wireless M2M service supports the establishment of outbound connections from the relevant device to a server IP address reachable by the internet or via a Virtual Private Network (“VPN”) (ie mobile-to-server connection establishment).
- 2.4 Inbound connections from IP addresses reachable by the internet or via a VPN to a modem that forms part of a Telstra Wireless M2M service (i.e server-to-mobile connection establishment) are not supported. However, server-to-mobile data connectivity is supported if a valid TCP session is first established.
- 2.5 Direct data connections between two devices which are both linked to Telstra Wireless M2M services (ie mobile-to-mobile data connection establishment) are not supported. However, mobile-to-mobile data connectivity via an external server is supported if a valid TCP session is first established.
- 2.6 Depending on your agreement with us, the Telstra Wireless M2M service may also support:
- (a) the establishment of certain voice calls; and
  - (b) sending or receiving of SMS messages.

#### **Voice capability on Control Centre**

- 2.7 Some plans managed through the Control Centre include the ability to:
- (a) make and receive most types of national direct dial voice calls;
  - (b) make and receive voice calls to/from 1800, 13, 1300 numbers
  - (c) receive international calls; and
  - (d) make and/or receive any other call types that we nominate from time to time.
- 2.8 Supplementary voice capabilities, such as voicemail, call forwarding and voice2txt are not available.
- 2.9 The voice capabilities (including the ability to make emergency calls) will depend on your specific device and your M2M Data Plan or M2M Shared Data Plan. Emergency call access may not be available depending on the type of device being used and whether certain functionality has been enabled or disabled on the device. If you have altered a

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device (including if we have done so on your instructions), so that it no longer supports emergency call access, you are responsible for and must ensure that any end users of the device are made aware that the device is not able to make emergency calls.

#### **Eligibility**

- 2.10 To be eligible to acquire a Telstra Wireless M2M service, you must have an ABN, ACN or ARBN.

#### **FairPlay Policy**

- 2.11 Our FairPlay Policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms) applies to your use of the Telstra Wireless M2M service.

#### **When we can suspend or terminate your service**

- 2.12 We may terminate your access to our networks if you use your Telstra Wireless M2M service to adversely impact the operation and/or other customers' enjoyment of our networks or if you breach a material term of these terms. We will tell you before this happens.
- 2.13 We may:
- (a) suspend your service if we or our Third Party Supplier reasonably consider there are any apparent malfunctions with your device or applications, and as otherwise permitted by our Customer Terms; and
  - (b) may terminate your access to our networks if your use of the Telstra Wireless M2M service is polling the network more frequently than once every 60 seconds or maintains a continuous active radio connection to the network (other than for a voice connection).

Continuous idle data connectivity to the network, in the form of PDP context establishment, is permitted.

- 2.14 You must not use your Telstra Wireless M2M service to connect to the internet via another internet service provider in Australia. Global roaming services provided by us are permitted.

#### **Included Data**

- 2.15 Your monthly included data cannot be used for other calls or services including SMS (including Premium SMS), MMS, content subscription services, circuit switched data services, voice calls, video calls, voicemail or international roaming. Standard charges will apply for use of these services.

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## 3 Coverage, devices and SIMs

### Coverage

- 3.1 M2M devices can only access the Telstra Mobile Network where there is coverage within the relevant network.
- 3.2 Although we will use reasonable care and skill in providing the Telstra Wireless M2M service, due to the nature of mobile network technologies, the network and devices may experience drop-outs from time to time.
- 3.3 Some devices are also able to hand-over across different compatible Telstra Mobile Networks and maintain your connection during data transfers. Depending on the compatible Telstra Mobile Network, after handing over, the corresponding data rate may be altered.

### Devices

- 3.4 Your device must have been certified with the RCM compliance mark administered by the Australian Communications and Media Authority.
- 3.5 For optimum performance, you must:
  - (a) comply with any user guides issued by the manufacturer or supplier of that device; and
  - (b) comply with our guidelines for the devices, published by us from time to time, including the Wireless Application Development Guidelines (as amended by us from time to time and as currently available at <https://insight.telstra.com.au/t5/Downloads/Download-Telstra-Wireless-Application-Development-Guidelines/ta-p/1209> (or at any other website advised by us from time to time)).

To the extent that our guidelines are inconsistent with the user guides, our guidelines should take precedence.

- 3.6 If your device does not comply with clauses 3.4 and 3.5 above, you and, where applicable, your third party device supplier will be responsible for investigating and rectifying any interoperability, performance or device behaviour issues with Telstra's mobile networks. If you fail to rectify the situation within 30 days of us notifying you of it, then we may limit, suspend or cancel the provision of the Telstra M2M services.

### Use of multiple modem devices

- 3.7 If your Wireless M2M application employs more than one modem device in a single location, you must ensure that data transmission from the modem devices is not synchronised, and that there is a minimum data transmission interval of 15 seconds between modem devices.

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- 3.8 If your Wireless M2M application employs more than 50,000 modem devices, you must provide a facility to control data transmission intervals in real time. We may require you to increase data transmission intervals during periods of network congestion.

#### **Support**

- 3.9 We will only provide network support for devices which comply with clauses 3.4 and 3.5. If you connect a device which does not comply with those clauses, we provide no guarantee that that device will be compatible with our networks.

#### **Use of multiple M2M devices**

- 3.10 If your Wireless M2M application has more than one device in a single location, you must ensure that data transmission from the devices is not synchronised, and that there is a minimum data transmission interval of 15 seconds between the devices.
- 3.11 If your Wireless M2M application has more than 50,000 devices, you must provide a facility to control data transmission intervals in real time. We may require you to increase data transmission intervals during periods of network congestion.

#### **Device purchase program**

- 3.12 You can purchase devices from us, either by outright purchase or through a Device Purchase Plan. The cost of your device is the '**Device Fee**'.
- 3.13 You must have a Telstra Wireless M2M Plan with us to be eligible to purchase a device (**Eligible Plan**).
- 3.14 Your Device Fee will not count towards any minimum spend condition for your Control Centre (if you have one).

#### **Outright purchase**

- 3.15 If you choose to make an outright purchase, we will include the full Device Fee in the next monthly invoice for your Telstra Wireless M2M service.

#### **Device Purchase Plan**

- 3.16 The Device Purchase Plan, enables you to pay off your Device Fee through monthly instalments. The amount of your monthly payments depends on your chosen device and will be set out in your application form or separate agreement with us. Some devices may not be eligible for a Device Purchase Plan.
- 3.17 The Device Purchase Plans are available only on a 24 month contract term. The term starts when we dispatch the device to you.
- 3.18 There may be a minimum number of devices or Device Purchase Plans that need to be ordered when you apply to connect your Telstra Wireless M2M service to these plans.

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This number (if any) will be set out in your in application form or separate agreement with us.

- 3.19 You must repay the total cost of a device purchased under the Device Purchase Plan by monthly instalments over 24 months. If you do not repay this total cost, we may suspend or cancel your Eligible Plan associated with that device.
- 3.20 The Device Fee will be reflected on your bill each month as a separate line item (described as “M2M Device Purchase”).
- 3.21 You can cancel your Device Purchase Plan at any time before expiry of your minimum term, provided you:
- (a) complete a cancellation form for cancellation of your Device Purchase Plan (a copy of this form can be obtained from us); and
  - (b) pay the outstanding balance of the device associated with that Device Purchase Plan.
- 3.22 If you cancel your Device Purchase Plan, the corresponding Eligible Plan associated with that Device Purchase Plan will continue. The Eligible Plan can be cancelled in accordance with the terms applicable to your Eligible Plan. If you cancel the Eligible Plan associated with the device purchased under the Device Purchase Plan before expiry of your minimum term, that Device Purchase Plan will be automatically terminated and you will need to pay the outstanding balance of the device associated with that Device Purchase Plan.

#### **SIM Cards and SIM Chips**

- 3.23 For the purposes of this clause:
- (a) a “SIM Card” means a subscriber identity module card that may be fitted to or removed from a device by hand via a slot or tray; and
  - (b) a “SIM Chip” means a subscriber identity module chip that is soldered to a printed circuit board and then attached to a device.
- 3.24 If you wish to purchase a SIM Card or a SIM Chip, we will charge you the prices set out in the following table. SIM Chips are only available for use with Control Centre plans, but SIM Cards are required for all M2M Data Plans and M2M Shared Data Plans.

<b>Bill Literal</b>	<b>Price/unit</b>	<b>Minimum Order Quantity</b>	<b>Min price</b>
IOT SIM -Trio SIM Card	\$2.00	100	\$200.00
IOT SIM - Standard	\$2.00	100	\$200.00
IOT SIM - Micro	\$2.00	100	\$200.00
IOTSIM - Nano	\$2.00	100	\$200.00



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IOT SIM - Industrial Standard	\$4.00	100	\$400.00
IOT SIM - Industrial Micro	\$4.00	100	\$400.00
IOT SIM - Industrial Nano	\$4.00	100	\$400.00
IOT SIM - SIM Chip Standard	\$5.50	1,000	\$5,500
IOT SIM - SIM Chip Auto	\$8.50	1,000	\$8,500

- 3.25 Any SIM Card or SIM Chip we provide you as part of the Telstra M2M service is unlocked. You must ensure that the SIM Card or SIM Chip is properly secured in your device in order to prevent any unauthorised use. You will be responsible for charges incurred as a result of any unauthorised usage of the Telstra M2M service (including as a result of fraud or theft of the SIM Card or SIM Chip).
- 3.26 You must use the SIM Chips in accordance with the manufacturer’s specifications, including that they must be stored in conditions up to a maximum of 40°C/90%RH, that they can only be used within 12 months of being packaged and within 168 hours after the package is opened.
- 3.27 Unless otherwise permitted in your separate agreement with us, you must not resell the SIMs that we supply to you.
- 3.28 Subject to your compliance with the terms and conditions of this Part of the Our Customer Terms, if there is a manufacturing defect with a SIM Card or SIM Chip that we have supplied to you, we will refund to you the cost of that SIM Card or SIM Chip. Notwithstanding any other provision to the contrary, and to the extent permitted by law, in respect of the supply of SIM Cards or SIM Chips we limit our liability (including in relation to contract, tort (including negligence) or breach of any other law) to paying you the cost of the SIM Card or SIM Chip.

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**4 Telstra IoT Connectivity Plans**

- 4.1 The plans described in this section 4 are not compatible with Control Centre. Any plans and usage charges for use with Control Centre are set out in a separate agreement with us.

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4.2 The following IoT Connectivity plans are available to connect to the Telstra Wireless M2M service:

- (a) Telstra IoT Data SIM Plans;
- (b) Telstra IoT Shared Data SIM Plans;
- (c) Telstra LPWAN Data Plans;
- (d) M2M Data Plans;
- (e) M2M Shared Data Plans; and
- (f) any other plans we may make available from time to time for connection to a Telstra Wireless M2M service,

4.3 Telstra IoT Data SIM Plans, Telstra LPWAN Data Plans, M2M Data Plans and M2M Shared Data Plans (**‘IoT Connectivity Plans’**) are available until withdrawn by us in accordance with Our Customer Terms and Critical Information Summary or our separate agreement with you (if applicable).

4.4 The usage charges for your IoT Connectivity Plans are set out in the tables in section 5.

4.5 Your Monthly Data Allowance expires at the end of each billing month and does not roll over for use in the next month.

#### **Voice Plan**

4.6 You must be connected to the Telstra \$0 M2M Voice Plan.

4.7 To take a Telstra Wireless M2M Plan (other than a Telstra LPWAN Data Plan), you must connect and stay connected to the Telstra \$0 M2M Voice Plan. The Telstra \$0 M2M Voice Plan is a Pay As You Go voice plan which allows your compatible IoT device to make voice calls and send SMS if required. See the Telstra Mobile Section of Our Customer Terms for details (to see these terms [click here](#)). The Telstra \$0 M2M Voice Plan is not available as a standalone service. If your compatible IoT device does not or can not make voice calls or SMS you will not incur any voice call or SMS charges.

4.8 **You cannot take up a Telstra \$0 M2M Voice Plan with a Telstra LPWAN Data Plan.** The LPWAN Data Plan does not include calling capability and does not have the ability to make and receive voice calls. Supplementary voice capabilities, such as voicemail, call forwarding and voice2txt are not available. In addition, Emergency call access is not available. You are responsible for and must ensure that that any end users of the plan are made aware that the plan is not able to make emergency calls.

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#### **Telstra IoT Data SIM Plans, IoT Shared Data Plans, LPWAN Data Plans and M2M Data Plans**

- 4.9 Telstra IoT Data SIM Plans, IoT Shared Data SIM Plans, LPWAN Data Plans and M2M Data Plans are available on month-to-month contracts. You must provide us no less than 7 days notice of your intention to cancel, prior to the start of your next billing cycle. You may move to another Telstra IoT Data SIM Plan, IoT Shared Data SIM Plan, LPWAN Data Plan or M2M Data Plan once per billing cycle, provided that the plan you are moving to is generally available to new and recontracting customers. Early termination charges may apply if the plan you are moving from is subject to a contracted term.

#### **IoT Shared Data SIM Plans**

- 4.10 IoT Shared Data SIM Plans allow you to share your plan data between IoT Shared Data SIM Plans of the **same data allowance** which are on the same account. You cannot combine plans which have different data allowance or plans which are on different accounts.
- 4.11 Each type of IoT Shared Data SIM Plan must be on a separate and compatible account. For example, if you require both a 5MB and 10MB IoT Shared Data SIM Plans, these must be on two separate accounts.
- 4.12 There is a limit of 9,999 services per account.
- 4.13 IoT Shared Data SIM Plans are incompatible with legacy M2M Shared Data Plans or any other 'shared data' type plan or service offered by Telstra.
- 4.14 The total amount of the Shared Data Allowance at any given time in a billing month is the total applicable Monthly Data Allowance for all IoT Shared Data SIM Plans connected on the same account at that time, regardless of when a particular service was added to the account. The Shared Data Allowance will not be pro-rated based on the timing of the current billing cycle.
- 4.15 If your Shared Data Allowance is exceeded at any time during a billing month, you will be charged the Excess Data Charge as set out in the charges table in clause 5.8, for relevant plan.
- 4.16 If you cancel a service contributing to your Monthly Data Allowance, any unused Monthly Data Allowance as at the date of cancellation will remain on your account for the remainder of that billing month.

#### **M2M Shared Data Plans**

- 4.17 The M2M Shared Data Plans are only available on a 24 month contract term.

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- 4.18 The Monthly Data Allowance for your M2M Shared Data Plan can only be shared between your other M2M Shared Data Plans that are connected on the same account (“**Shared Data Allowance**”).
- 4.19 The total amount of the Shared Data Allowance at any given time in a billing month is the total applicable Monthly Data Allowance for all M2M Shared Data Plans connected on the same account at that time, irrespective of the timing of the current billing cycle. The Shared Data Allowance will not be pro-rated based on the timing of the current billing cycle.
- 4.20 If your Shared Data Allowance is exceeded at any time during a billing month, you will be charged the Excess Data Charge as set out in the charges table in clause 5.8, for each M2M Shared Data Plan on your account at that time.
- 4.21 If you cancel any service connected to your M2M Shared Data Plan, any unused Monthly Data Allowance as at the date of cancellation will remain on your account for the remainder of that billing month.

#### **M2M Shared Data Plan – changing plans**

- 4.22 If you are on an existing M2M Shared Data Plan and you change to another M2M Shared Data Plan with:
- (a) the same or higher monthly service fee, you will not incur an Early Termination Charge (“**ETC**”). If you do so, your monthly charge will be adjusted on a pro-rata basis to reflect the new M2M Shared Data Plan and you will receive a pro-rated data allowance of the new plan for the remainder of the billing month; or
  - (b) a lower monthly service fee, you will have cancelled your M2M Shared Data Plan and we may charge you an ETC.

#### **International Roaming**

- 4.23 You may activate International Roaming by calling us on 13 20 00 (additional fees will apply) and advising us of the countries you require international roaming (selected countries available).
- 4.24 The International Roaming terms and fees are set out in Part I – Heading Overseas (International Roaming).

#### **M2M Shared Data Plans - Early Termination Charges (“ETC”)**

- 4.25 If you or we terminate an M2M Shared Data Plan, other than for our material breach, we may charge you an ETC calculated as follows:

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$$\text{ETC payable (GST Incl.)} = \frac{\text{Base ETC Amount for the selected M2M Shared Data Plan} \times \text{Number of months (or part thereof) remaining in your 24 month term}}{24}$$

Where the Base ETC Amount is as set out below:

<b>Plan</b>	<b>Monthly Service Fee (incl GST)</b>	<b>Base ETC Amount (incl GST)</b>
100Kb M2M Shared Data Plan	\$2.40	\$32
500 Kb M2M Shared Data Plan	\$3.00	\$40
1 MB M2M Shared Data Plan	\$3.60	\$48
3 MB M2M Shared Data Plan	\$4.80	\$65
5 MB M2M Shared Data Plan	\$6.00	\$81
10 MB M2M Shared Data Plan	\$8.40	\$113
150 MB M2M Shared Data Plan	\$12.00	\$161
300 MB M2M Shared Data Plan	\$18.00	\$242
1 GB M2M Shared Data Plan	\$24.00	\$323
3 GB M2M Shared Data Plan	\$46.80	\$629

**Mobile Data speed– LPWAN Data Plans**

4.26 Mobile data on LPWAN Data Plans is capped at speeds of up to 1Mbps for download and upload.

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**5 Charges for Telstra IoT Connectivity Plans**

5.1 The charges for plans used with Control Centre are set out in a separate agreement with us, along with details of those plans.

5.2 You must pay us:

- (a) the monthly service fee for your selected Telstra IoT Data SIM Plans, LPWAN Data SIM Plans, M2M Data Plan or M2M Shared Data Plan;
- (b) any usage fees and charges (for example, any charges above your monthly included allowance and any charges for your mobile voice plan (if applicable));
- (c) any applicable ETCs; and
- (d) any other charges;

as set out in Our Customer Terms, your application form or your agreement with us.

5.3 The fee for data usage in Australia exceeding the monthly included data allowance for Telstra Wireless M2M Data Plans is capped at \$500 (incl. GST) per billing month

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(“**Excess Cap**”). The Excess Cap does not apply to the fee for data usage for international roaming, M2M Shared Data Plans or any other plans we may make available from time to time for connection to a Telstra Wireless M2M service.

#### **Account level discounts**

- 5.4 If you are eligible for an account level discount, the discount will only apply to usage in excess of your monthly included allowance (unless otherwise set out in our agreement with you).
- 5.5 You may be eligible for a volume discount based on the number of active like Telstra IoT Data SIM Plans, IoT Shared Data SIM Plans or LPWAN Data Plans as at 27<sup>th</sup> of each calendar month. We will apply any applicable volume discount automatically to that billing period. For the avoidance of doubt only active Telstra IoT Data SIM Plans, IoT Shared Data SIM Plans and/or LPWAN Data Plans of the same value contribute to the volume discount (if applicable). Volume discounts are not applicable to M2M Plans or M2M Shared Data Plans.

# Our Customer Terms

## Telstra Mobiles Section

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#### Telstra IoT Connectivity Plans

5.6 IoT Data SIM Plans and IoT Shared Data SIM Plans currently support 3G, 4G and LPWAN, unless specified below. 5G Access is only supported where noted below.

5.7 We will charge you the following Telstra IoT Connectivity Plan charges:

(a) IoT Data SIM Plans

Telstra IoT Data SIM Plans	PAYG	50KB	100KB	500KB	1MB	5MB	10MB	50MB	100MB	300MB	500MB	1GB	3GB	5GB	8GB	10GB	15GB	20GB
Monthly Data Allowance	0KB	50KB	100KB	500KB	1MB	5MB	10MB	50MB	100MB	300MB	500MB	1GB	3GB	5GB	8GB	10GB	15GB	20GB
Monthly Service Fee up to 18 May 2020	\$0.90	\$1.76	\$2.09	\$2.53	\$2.97	\$4.95	\$6.05	\$7.92	\$8.80	\$11.00	\$12.65	\$17.05	\$29.70	\$39.33	<del>\$55.00</del>	\$63.80	\$88.00	\$110.00
Monthly Service Fee from 19 May 2020*												\$14.50	\$28.00	\$36.00	<del>\$47.00</del>	\$48.00	\$54.00	\$60.00
What's Not Included	Your plan does not include IoT/M2M equipment, hardware, calls, SMS, MMS, circuit switched data services or international roaming.																	
Excess Data Charge (per MB)	\$30.00	\$19.60	\$9.80	\$4.75	\$2.85	\$0.90	\$0.54	\$0.14	\$0.08	\$0.08	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Charge for voice calls to an Australian fixed or mobile number (where applicable) on Telstra \$0 M2M Voice Plan – at all times																		
On connection	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢

# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

Calls per 30 second block or part thereof	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms																		

Telstra IoT Data SIM Plans	25GB	50GB	100GB	200GB	500GB	1000GB
Monthly Data Allowance	25GB	50GB	100GB	200GB	500GB	1000GB
Monthly Service Fee up to 18 May 2020	\$66.00	\$72.05	\$89.98	\$175.01	\$409.97	\$550
Monthly Service Fee from 19 May 2020*						
What's Not Included	Your plan does not include IoT/M2M equipment, hardware, calls, SMS, MMS, circuit switched data services or international roaming.					
Excess Data Charge (per MB)	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Charge for voice calls to an Australian fixed or mobile number (where applicable) on Telstra \$0 M2M Voice Plan – at all times						
On connection	25¢	25¢	25¢	25¢	25¢	25¢
Calls per 30 second block or part thereof	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms						



# Our Customer Terms

## Telstra Mobiles Section

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

(b) IoT Shared Data SIM Plans

<b>Telstra IoT Shared Data SIM Plans</b>	1MB	5MB	10MB	50MB	300MB	500MB	1GB	3GB	10GB
<b>Monthly Shared Data Allowance</b>	1MB	5MB	10MB	50MB	300MB	500MB	1GB	3GB	10GB
<b>Monthly Service Fee</b>	\$3.60	\$5.45	\$6.66	\$8.71	\$12.10	\$13.92	\$15.95	\$30.80	\$52.80
What's Not Included	Your plan does not include IoT/M2M equipment, hardware, calls, SMS, MMS, circuit switched data services or international roaming.								
Excess Data Charge (per MB)	\$3.00	\$1.00	\$0.60	\$0.15	\$0.04	\$0.03	\$0.03	\$0.03	\$0.03
Charge for voice calls to an Australian fixed or mobile number (where applicable) on Telstra \$0 M2M Voice Plan – at all times									
On connection	25c	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢
Calls per 30 second block or part thereof	42.5c	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢

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## Telstra Mobiles Section

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms

<b>Telstra IoT Shared Data SIM Plans</b>	20GB	50GB	100GB	200GB	500GB	1000GB
<b>Monthly Shared Data Allowance</b>	20GB	50GB	100GB	200GB	500GB	1000GB
<b>Monthly Service Fee</b>	\$66.00	\$79.26	\$98.98	\$192.51	\$450.97	\$605
What's Not Included	Your plan does not include IoT/M2M equipment, hardware, calls, SMS, MMS, circuit switched data services or international roaming					
Excess Data Charge (per MB)	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Charge for voice calls to an Australian fixed or mobile number (where applicable) on Telstra \$0 M2M Voice Plan – at all times						
On connection	25¢	25¢	25¢	25¢	25¢	25¢
Calls per 30 second block or part thereof	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

(c) LPWAN Data SIM Plans

Telstra LPWAN Data SIM Plans	100KB	500KB
Monthly Data Allowance	100KB	500KB
Monthly Service Fee	\$1.00	\$1.50
What's Not Included	Your plan does not include IoT/M2M equipment, hardware, calls, SMS, MMS, circuit switched data services or international roaming.	
Excess Data Charge (per MB)	\$10.24	\$3.07
LPWAN Plans do not include calling or SMS capability. Supplementary voice capabilities, such as voicemail, call forwarding and voice2txt are not available. In addition, Emergency call access is not available. The customer is responsible for and must ensure that that any end users of the plan are made aware that the plan is not able to make emergency calls.		

#### M2M Data Plans

5.8 For services connected on and from 28 July 2011, the following charges apply to M2M Data Plans that are not managed through the Telstra Wireless M2M Control Centre:

M2M Data Plans	1MB	3MB	5MB	10MB	150MB	300MB	1GB	3GB	7GB	12GB	20GB
Monthly Data Allowance	1MB	3MB	5MB	10MB	150MB	300MB	1GB	3GB	7GB	12GB	20GB
Monthly Service Fee	\$3.00	\$4.00	\$5.00	\$7.00	\$10.00	\$15.00	\$20.00	\$39.00	\$69.00	\$99.00	\$169.00

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## Telstra Mobiles Section

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

What's Not Included	Your plan does not include IoT/M2M equipment, hardware, calls, SMS, MMS, circuit switched data services or international roaming											
Excess Data Charge	\$3.00	\$2.00	\$1.00		\$1.00	50¢	25¢	25¢	10¢	10¢	5¢	5¢
Charge for voice calls to an Australian fixed or mobile number (where applicable) on Telstra \$0 M2M Voice Plan – at all times												
On connection	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢
Calls per 30 second block or part thereof	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢
Standard charges for text messages (SMS) apply, The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile section of Our Customer Terms												

#### M2M Shared Data Plans

5.9 We will charge you the following M2M Shared Data Plan charges:

M2M Shared Data Plans	100KB	500KB	1MB	3MB	5MB	10MB	150MB	300MB	1GB	3GB
Monthly Data Allowance	100KB	500KB	1MB	3MB	5MB	10MB	150MB	300MB	1GB	3GB
Monthly Service Fee	\$2.40	\$3.00	\$3.60	\$4.80	\$6.00	\$8.40	\$12.00	\$18.00	\$24.00	\$46.80
What's Not Included	Your plan does not include IoT/M2M equipment, hardware, calls, SMS, MMS, circuit switched data services or international roaming									
Monthly Data Allowance	100KB	500KB	1MB	3MB	5MB	10MB	150MB	300MB	1GB	3GB

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## Telstra Mobiles Section

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

Excess Data Charge	\$18.00	\$6.00	\$3.62	\$2.40	\$1.20	\$1.20	60¢	30¢	30¢	12¢
On connection	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢	25¢
Calls per 30 second block or part thereof	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢	42.5¢

In all cases under 8.4 and 8.5:

1. All charges are inclusive of GST.
2. When calculating data volumes:
  - (a) where the volume of data transferred is not a whole number of kilobytes, it is rounded up to the next kilobyte at the earlier of the end of each session or 24 hours; and
  - (b) 1024 bytes = 1 kilobyte (KB) and 1024 kilobytes = 1 megabyte (MB) and 1024 MB = 1 gigabyte (GB).
3. Charges for excess data usage are calculated per kilobyte

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

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## 6 IOT Connection Manager

### What is Telstra IoT Connection Manager?

- 6.1 The Telstra IoT Connection Manager platform is a hosted SIM management service (**ICM Service**) which allows you to view and manage your active Eligible Services on Telstra's mobile network via a portal (**Portal**).

### Eligibility

- 6.2 The ICM Service is only available to customers:
- (a) whom Telstra invites to access the Portal; and
  - (b) who have and maintain an Eligible Service for the duration of their ICM Service.

### Term, termination and third party services

- 6.3 The ICM Service is provided on a month-to-month basis.
- 6.4 You may cancel your service on 30 days' written notice to us. Cancellation of the ICM Service does not affect the related Telstra Wireless M2M Plans.
- 6.5 We use open source software and services provided by our third-party service providers in order to provide the ICM Service to you. If those third party service providers terminate a service we rely on to provide the ICM Service or an aspect of the ICM Service to you, we may suspend or terminate your ICM Service or the affected part of your ICM Service (as relevant) or transfer you to a reasonably comparable alternative service after giving you as much notice as reasonably possible in the circumstances. If we transfer you to a reasonably comparable service and this has more than a minor detrimental impact on you, you may cancel your service without having to pay any early termination charges for that service.

### Licence

- 6.6 We or our licensors (as applicable) retain all right, title and interest, including all intellectual property rights, in and to the ICM Service and Telstra Material. Other than as provided in clause 6.7, you do not receive any right, title or other interest in the ICM Service or Telstra Materials.
- 6.7 We grant you for the term of your agreement with us for the ICM Service, a non-exclusive, non-transferable, revocable right to access and use, and allow your Authorised Users to access and use, the ICM Service and the intellectual property rights in the Telstra Material, in accordance with this section of Our Customer Terms and your separate agreement with us (if any) (**Licence**).

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

- 6.8 Where payment of fees is required, the Licence is conditional upon your payment of those fees.
- 6.9 You must not sub-licence or authorise any other person or party to use the Licence or the ICM Service except as expressly permitted in this section of Our Customer Terms or your separate agreement with us (if any).
- 6.10 You own any rights (including intellectual property rights) in data or information you provide or make available to us in connection with the ICM Service (**Your Data**) and grant us a perpetual, irrevocable, worldwide licence to use, reproduce, modify, sublicense, and communicate Your Data for the purposes of providing the ICM Service to you and for our internal business purposes.

#### **Fees and charges**

- 6.11 There are no charges for your and your Authorised Users' access to and use of the Basic Features of the Portal. However:
- (a) we may, from time to time, offer you certain additional features of the Portal that you must pay to access and use (**Paid Features**). If you access and use those Paid Features, you must pay us the charges that apply for access to and use of those Paid Features, as set out in your Application Form or separate agreement with us;
  - (b) if you purchase an Additional Eligible Service via the Portal, you must pay us the charges that apply to that Additional Eligible Service as set out in your separate agreement with us for those Additional Eligible Services; and
  - (c) you are responsible for any data charges that may apply in respect of your use of your Eligible Services and for your connection to the Portal.

#### **Your obligations**

##### **Restrictions**

- 6.12 You may authorise individuals within your organisation to access and use the Portal (**Authorised Users**). However, you must not authorise a third party service provider to access and use the Portal on your behalf or otherwise.
- 6.13 You must, and must ensure that your Authorised Users, comply with:
- (a) all applicable laws and regulations in your use of the ICM Service;
  - (b) Telstra's reasonable information security policies and procedures as notified to you from time to time.

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

6.14 You must not, and must ensure that your Authorised Users do not:

- (a) use the ICM Service:
  - (i) to gain unauthorised access to or interfere with any online resources or systems of any third party, including by any form of hacking;
  - (ii) in a way that infringes the intellectual property rights or any other rights of any person;
  - (iii) in a way that damages, disrupts, misuses or excessively uses our (or our third party service providers) hardware, bandwidth access, storage space or other resources;
  - (iv) in a way that could interfere with any other party's use of the ICM Services;
  - (v) in breach of any licence relating to any open source software that forms part of the ICM Service (as notified or communicated by us to you from time to time);
  - (vi) in breach of our Acceptable Use Policy (which is available at: [www.telstraglobal.com/acceptable-use-policy](http://www.telstraglobal.com/acceptable-use-policy));
  - (vii) in any manner that would put us in breach of Mapbox's Terms of Service (available at [www.mapbox.com/tos/](http://www.mapbox.com/tos/)); or
  - (viii) for the purposes of accessing, storing, distributing, providing (including to us) or otherwise transmitting material or content that:
    - (A) is subject to specific government regulation (for example, health and other personal information);
    - (B) infringes the intellectual property rights of any third party;
    - (C) is unlawful, misleading, abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening malicious;
    - (D) aid or implement practices violating basic human rights or civil liberties;
- (b) modify, obscure, circumvent, or disable any element of the ICM Service or its access control features;



### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

- (c) attempt to reverse engineer, decompile, disassemble or derive any part of the source code of the ICM Service;
- (d) modify, translate or create derivative works based on the ICM Service; or
- (e) use any robot, spider, retrieval application or other automated functionality to retrieve or index any portion of Telstra's data, products, or services for any unauthorised purposes.

#### **Provision and Access to the Portal**

6.15 At your request, we will provide you with Authentication Credentials for each of your Authorised Users to access and use the Portal.

6.16 You must:

- (a) only give Administrative Access to the Portal to Authorised Users who are expressly authorised by you to have full access to the Portal and Your Data;
- (b) ensure that all Authentication Credentials are kept secure and confidential and each set of Authentication Credentials is used only by one Authorised User;
- (c) comply with any policies, guidelines or other requirements that we may notify you of from time to time in relation to Authentication Credentials; and
- (d) immediately notify us and take steps to disable an Authorised User's set of Authentication Credentials if:
  - (i) that Authorised User ceases to be authorised by you for any reason to use the ICM Service;
  - (ii) those Authentication Credentials are lost, stolen, missing or otherwise compromised; or
  - (iii) you become aware of any breach of this section of Our Customer Terms or your separate agreement with us (if any) by that Authorised User.

6.17 We reserve the right to revoke or suspend Authentication Credentials by providing you with reasonable notice if:

- (a) you or your Authorised Users breach this section of Our Customer Terms or your separate agreement with us (if any);
- (b) you fail to pay us any amounts owing to us under this section of our Customer Terms or your separate agreement with us (if any);

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

(c) you provide us with a notification under clause 6.16(d);

(d) you ask us to do this.

6.18 You are solely responsible for:

(a) all use of the ICM Service by your Authorised Users;

(b) determining which Authorised Users have Administrative Access to the Portal;  
and

(c) maintaining and updating, if required, access levels for your Authorised Users.

6.19 You must only use the ICM Service:

(a) for your internal business purposes;

(b) with the latest industry standard virus and malware detection and prevention methodologies;

(c) in accordance with the terms of this section of Our Customer Terms or your separate agreement with us (if any).

#### **Very important information**

6.20 The ICM Service has the potential to be used by you or your Authorised Users in a manner which could breach Federal, State, Territory privacy laws and Federal, State and Territory surveillance device laws. **You and your Authorised Users must not use the ICM Service to determine or track the location of a person or an object in that person's possession without their express consent or other than as permitted by all relevant laws.** It is solely your responsibility to ensure that you use the ICM Service as permitted by all relevant laws. You indemnify us against any loss or damage we suffer or incur and that arises naturally (that is, according to the usual course of things) in relation to a claim against us arising from your breach of any applicable law in connection with the ICM Service, except to the extent such claim is caused or contributed to by us. We will also take reasonable steps to mitigate any loss or damage we suffer or incur in relation to such claim.

6.21 We may suspend or cancel your ICM Service without liability to you if you breach clause 6.20.

6.22 In the event that any of the Eligible Services are personal devices, you warrant that you and any Authorised Users have made the requisite disclosures and obtained appropriate consents from the owner or user of that device for the collection, use and disclosure of the

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

data obtained from that device, in accordance with the applicable state and territory legislation.

#### **Map data**

- 6.23 The Portal allows you to view the location of the Telstra cellular tower an Eligible Service last connected to, plotted on a map. This does not provide, and must not be used to try to determine, the location of Eligible Services.

#### **Acceptable use**

- 6.24 You acknowledge and agree that the ICM Service is not suitable for, and you must not use it:
- (a) for any application that requires guaranteed data or service availability (e.g. medical, nuclear, public safety or defence applications) without our prior written consent, and you must establish separate backup services for any such applications that require guaranteed data or service availability; or
  - (b) in relation to any activity where use or failure of the ICM Service could result in death, personal injury or environmental damage.

#### **Ordering**

- 6.25 You, or your Authorised Users, may order Additional Eligible Services on the Platform.
- 6.26 Additional Eligible Services will be provided to you on the terms set out under Part G – Data Services: Telstra Wireless Machine to Machine (“M2M”) of Our Customer Terms or in your separate agreement with us (as applicable).

#### **Support**

- 6.27 We will use our reasonable commercial efforts to provide e-mail support during Business Hours but do not guarantee any response or resolution times.

#### **Indemnification**

- 6.28 You will indemnify us against any loss or damage we suffer or incur arising naturally (that is, according to the usual course of things) out of your breach of clause 6.14 of this section of Our Customer Terms, except to the extent your breach is caused or contributed to by us. We will also take reasonable steps to mitigate any loss or damage we suffer or incur out of such breach.

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

#### Definitions and interpretation

6.29 Capitalised terms used in this clause 6 that are not otherwise defined have the following meanings:

**Additional Eligible Services** are Eligible Services that we may make available for you to purchase via the Portal.

**Administrative Access** is access to the Portal that allows the relevant Authorised User to order Additional Eligible Services and make changes to your Eligible Services.

**Authentication Credentials** are the usernames and passwords that we provide to you for use in accessing the platform by your Authorised Users.

**Authorised User** has the meaning given to it in clause 6.12.

**Basic Features** are the unrestricted features of the Portal that you can access and use without paying us any charges.

**Business Hours** means 9am – 5pm AEST on days excluding weekends and public holidays in Victoria.

**Eligible Services** means:

- (a) IoT Data SIM Plans and LPWAN Data Plans; and
- (b) other data plans that we agree are Eligible Services under your separate agreement with us for those plans.

**Licence** has the meaning given to it in clause 6.7.

**Paid Features** has the meaning given to it in clause 6.11.

**Portal** has the meaning given to it in clause 6.1.

**Telstra Material** means all software, data, information, components and other material that we provide or make available to you in connection with the ICM Service.

**Your Data** has the meaning given to it in clause 6.10.

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## 7 Control Centre

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

#### What is the Control Centre?

- 7.1 The Control Centre provides access to an online operations support platform to help you manage your Telstra Wireless M2M service to access data, voice and SMS (where applicable and made available to you) over our compatible networks.
- 7.2 You need a Control Centre Plan to access the Control Centre. The details of your Control Centre Plans are set out in your separate agreement with us. These plans are only available with the Control Centre.

#### Eligibility

- 7.3 You have to enter into an additional agreement with us in order to access the Control Centre.
- 7.4 We will provide you with either 4 SMS or 20 kilobytes of data usage (whichever limit you reach first) and 20 seconds of voice (as applicable) at no charge for the purposes of testing each new SIM Card and SIM Chip (“**Testing Limit**”) before you activate the SIM Card or SIM Chip used in connection with Control Centre. Provided you do not exceed the Testing Limit, the SIM Card or SIM Chip (as applicable) will not be activated or charged under your Control Centre Plan. However, if you exceed the Testing Limit the SIM card will be activated and charged in accordance with your Control Centre Plan charges.

#### Control Centre Terms of Use

- 7.5 You and anyone who accesses your Control Centre and any related software (“**Users**”) must comply with the usage guideline set out in clause 7.7.
- 7.6 We and our supplier reserve the right to monitor the Control Centre at any time to ensure compliance with the usage guidelines, but are not obliged to do so.
- 7.7 Usage guidelines: The Control Centre may not be used illegally, for the purpose of creating or enhancing a competitive service or in a manner that either infringes on a third party’s intellectual property rights or involves unusual device behaviour that is likely to potentially disrupts the lawful use of the Control Centre by others. Use of the Control Centre constitutes acceptance of these Control Centre Terms of Use. We reserve the right to suspend use of the Control Centre, if we or our supplier, in good faith, believe that any such term has been violated. In such an event, we and our supplier will use reasonable, good faith efforts to provide advance notice of any suspension -- emergencies excepted -- and to make suspension as selective and brief as practical. On request, we will share the technical basis and reasoning for any suspension.

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#### Licence Terms

- 7.8 The Intellectual Property Rights in the Control Centre and any hardware or software used in connection with the Control Centre are and will at all times remain our property or that of our licensors or suppliers (as the case may be) and no express or implied licence to any third party supplier patents is conferred in connection with use of the Control Centre and related software.
- 7.9 We will grant you a non-exclusive licence to use the Control Centre and related software for your own internal business purposes, and to permit your Users to access the web portal for their own internal business purposes. You must ensure that any User who accesses the web portal also complies with the Control Centre Terms of Use.
- 7.10 The exclusions and limitations set out below are subject to any:
- (a) terms, conditions or warranties that are implied by law; or
  - (b) rights or remedies provided by law,
- that cannot be excluded, limited or modified, and are also subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms.
- 7.11 We will provide the Control Centre consistent with prevailing industry standards in a manner that endeavours to minimise errors and interruptions in the Control Centre. The Control Centre may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by our suppliers, or because of other causes beyond our reasonable control.
- 7.12 Subject to clause 7.10, we do not warrant that use of the Control Centre or related software will be uninterrupted or error free; nor do we make any warranty as to the results that may be obtained from use of the Control Centre or related software. Further, we do not warrant that the Control Centre will work with all devices and applications. Subject to clause 7.10, we do not accept any responsibility or liability for the usability of the Control Centre with any of your (or your Users') devices or applications, other than any services we provide you.
- 7.13 Subject to clause 7.14, we or our supplier will defend you against any claim made by a third party against you that the Control Centre or your use of it in Australia violates the Intellectual Property Rights of that third party, and pay any damages awarded against you as a result of a fine, court or administrative order, or agreed to in a settlement approved by our supplier (including reasonable attorney's fees).
- 7.14 Our obligations in clause 7.13 are subject to:
- (a) you promptly advising us in writing of the claim on any threatened claim;

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- (b) you reasonably cooperating in defending this claim (at our supplier's cost); and
- (c) you giving us and our supplier the full and exclusive right to defend and settle the claim and any subsequent appeal (but we will obtain your consent (not to be unreasonably withheld) to any settlement or compromise of claim that does not include full and unconditional release of you from any liability under this claim.

7.15 Our obligations in clause 7.13 do not apply to the extent the third party claim:

- (a) relates to documents, designs, drawings, materials, information and processes provided by you or a third party in connection with the Control Centre;
- (b) arises out of any modification to the Control Centre;
- (c) arises from use of the Control Centre with technology, devices, software, systems, services or materials not provided by us; or
- (d) is caused or contributed by you.

7.16 Our obligations in clause 7.13 are your sole remedy in respect of any claim by a third party that the Control Centre or your use of it infringes the Intellectual Property Rights of that third party, and we exclude all other damage, liability, costs or expenses incurred by you in connection with such claim, and apply instead of any similar indemnity or obligation in the general terms of Our Customer Terms of your separate agreement with us.

**MSISDN Recovery**

If you de-activate your Telstra Wireless M2M service and there is no usage for 9 months, we will remove the number associated with the Telstra Wireless M2M service (also known as the MSISDN) it may be reallocated to another user.

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**8 Resale**

8.1 This clause 8 applies to you:

- (a) if you resell your Telstra Wireless M2M Service, Control Centre Service or ICM Service to third parties; and
- (b) if (a) applies, in connection with any new sale, or variation to or renewal of an existing arrangement, made on or after 22 June 2020.

It prevails over the remainder of Our Customer Terms to the extent of any inconsistency.

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- 8.2 Except as expressly provided in this clause 8, this clause 8 does not make a party an agent, joint venturer, partner or employee of the other party for any purpose or create any agency or trust and no party has the power or authority, to bind the other party in any way.
- 8.3 No person other than you and us has any rights under any applicable legislation to enforce any term or condition in this section of Our Customer Terms.
- 8.4 Clause 8.1 to 8.3 above, and clauses 8.18 to 8.19, 8.20 to 8.22, 8.29 to 8.34 and 8.35 to 8.38 expressly survive termination (together with any other provisions which by their nature survive termination).

#### **Resale terms and conditions**

- 8.5 You may resell the Resale Services on the terms and conditions of this clause 8, provided that the Resale Services are incorporated in a bundle with one or more of your devices or services, so that your Customers are not able to use the Resale Services separately from your device or service.
- 8.6 You may resell the Telstra Wireless M2M Service, Control Centre Service or ICM Service (together, the **Resale Services**) on the terms and conditions of this clause 8, provided that the Resale Services are incorporated in a bundle with one or more of your devices or services, so that your Customers are not able to use the Resale Services separately from your device or service
- 8.7 You are not permitted to, and must not purport to, resell the Resale Services on any other basis or otherwise enter into any contract or incur or purport to admit liability on our behalf.
- 8.8 You must:
- (a) carry out your duties and obligations under this clause 8 in good faith, with all due care and skill and in a professional and appropriate manner;
  - (b) tell us within 24 hours of becoming aware:
    - (i) of any claim or complaint by a Customer in connection with the use of the Resale Services; and
    - (ii) that any person is infringing or is attempting or planning to infringe any Intellectual Property Rights owned or used by us;
  - (c) not do anything to damage our reputation or bring us, the Telstra Recognition, our services or our personnel into disrepute;



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- (d) within 5 Business Days of our request, give us such reports as we may require in connection with your obligations under this clause 8;
- (e) comply with all Applicable Laws (including obligations relating to the Integrated Public Number Database (IPND), if relevant); and
- (f) comply with any reasonable instructions provided by us to you from time to time concerning the way in which you fulfil your obligations under this clause 8.

8.9 You must not separately identify in your invoices or in any other material provided to your Customers a charge, or a component of the price for the bundled services, that corresponds to the Resale Services.

8.10 You are solely responsible for all aspects of the relationship with your Customers, including:

- (a) setting the price at which you supply the bundled offering that includes the Resale Services;
- (b) creating accounts;
- (c) setting up Customers on appropriate plans or with appropriate services; and
- (d) billing and invoicing your Customers for your bundled device or service offerings,

and you bear:

- (e) all responsibility for resolving Customer disputes; and
- (f) all liability in respect of any amounts payable by your Customers to you.

#### **Agreements with your customers**

8.11 You must ensure that each Customer complies with any term of this section of Our Customer Terms, to the extent relevant, regarding use of the Resale Services as if references to you in this section of Our Customer Terms were references to that Customer.

8.12 Each agreement with your Customer for the resale of the Resale Services must contain provisions that:

- (a) ensure you are able to comply with this clause (including any restrictions on use of the Resale Services);

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- (b) enable supply of the Resale Services in respect of the Customer to be suspended or terminated on the same grounds as we may terminate the provision of the Resale Services to you; and
- (c) if you are reselling the Control Centre, are equivalent to the Control Centre Terms of Use.

8.13 You must ensure that your Customers are aware that:

- (a) in relation to ICM, the Services are not suitable for, and you (and the Customer) must not use the Services:
  - (i) for any application that requires guaranteed data or service availability (e.g. medical, nuclear, public safety or defence applications) without our prior written consent, and you must establish separate backup services for any such applications that require guaranteed data or service availability; or
  - (ii) in relation to any activity where use or failure of the Service could result in death, personal injury or environmental damage; and
- (b) in relation to Control Centre:
  - (i) while we will provide the Telstra M2M Control Centre service consistent with prevailing industry standards in a manner that endeavours to minimise errors and interruptions in the Control Centre, it may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by our suppliers, or because of other causes beyond our reasonable control, so your Customer should have a business continuity plan; and
  - (ii) subject to non-excludable statutory guarantees, we do not warrant that use of the Telstra M2M Control Centre service will be uninterrupted or error free,

and as such, for any application that requires fail-safe operation, the Customer must establish separate backup services or arrangements.

#### **Customer service**

8.14 You must maintain a customer service centre that will be the point of contact for your Customers in relation to the Resale Services, including for:

- (a) sales, ordering and provisioning enquiries;

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- (b) service faults and outages; and
  - (c) billing enquiries.
- 8.15 If there is a fault, outage or similar issue which causes (or is likely to cause) a degradation in quality of the services received by your Customers (“Outage”), you must promptly investigate the cause of the Outage. Without limiting the foregoing, your investigation must determine whether the cause of the Outage is your devices or services, or the Resale Services.
- 8.16 If you determine that the cause of the Outage is your devices or services, you must promptly inform your Customers.
- 8.17 If you determine that the cause of the Outage is the Resale Services, before you notify your Customers of the Outage, you must promptly notify us. We will promptly investigate your notice, and:
- (a) if we agree that the cause of the Outage is the Resale Services, we will inform you and you must not identify us in connection with the Outage until we have agreed the terms of a Customer communication with you;
  - (b) if we disagree that the cause of the Outage is the Resale Services, we will inform you and you must notify your Customers of the Outage, but must not expressly or by implication refer to us, the Resale Services, our network or otherwise involve us in connection with the Outage.

#### **Customer records**

- 8.18 You must maintain sufficient Customer records to enable us to identify the Customer (only as required by Applicable Law and subject to our confidentiality and privacy obligations set out in the Agreement Terms) including:
- (a) your Customer’s current billing name and address;
  - (b) contact details for a representative of the Customer;
  - (c) any unique identifier used by you; and
  - (d) corporate details (including the Customer’s ABN, ACN and/or ARBN).
- 8.19 If any Customer records change, you must ensure that they are updated as soon as reasonably practicable.

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#### Contact with customers

- 8.20 We may contact and deal with Customers in the normal course of our business, for purposes unrelated to the Resale Services.
- 8.21 Where a Customer contacts our account team or other retail staff (“Staff Member”):
- (a) to discuss our products or services, our Staff Member may engage the Customer in a discussion of our retail products or services;
  - (b) on a matter relating to the Resale Services supplied to that Customer by you and our Staff Member is aware that the Customer receives the Resale Services from you, our Staff Member must advise the Customer that they should discuss that matter with you and, only if the Customer consents, may the Staff Member then engage the Customer in a discussion of our retail products or services; or
  - (c) to discuss a matter (whether in relation to the Resale Services or any other matter including seeking information on our products or services) our Staff Member may access and confirm the Customer details.
- 8.22 If we identify a party who may be interested in your devices or services which we are aware that you bundle with the Resale Services, we may provide that party with your contact details for the purpose of that party contacting you directly to discuss your devices or services.
- 8.23 We may contact your Customers:
- (a) at your request, in relation to the provisioning and conducting of any adds, moves and changes of the Resale Services; or
  - (b) for the purpose of informing them of any impending or actual cessation of supply of the Resale Services, whether or not as a result of the termination of the Telstra Wireless M2M Service, ICM Service or Control Centre, before or after cessation.
- 8.24 If requested by us, you must within 5 Business Days provide us with the information necessary for us to contact your Customers under clause 8.23. To the extent the information you provide is out-of-date or inadequate, we may use confidential information of yours (including Customer details), to the extent that we have this information, to contact the Customer.
- 8.25 Any contact between us and your Customer under clause 8.23(b) may include (but is not limited to):
- (a) advice about the timing and nature of the cessation of supply;

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- (b) information on their options to obtain telecommunications and related services from other suppliers; and
- (c) information from or relating to bills representing the Resale Services acquired by you and re-sold to the Customer.

8.26 You acknowledge that upon expiry or termination of this clause 8 we may offer to supply the Resale Services to any Customer on our then current terms.

#### **Emergency services**

8.27 If there is an emergency, you will promptly give us reasonable assistance to allow Emergency Services or the relevant authorities to contact your Customers.

#### **Trade marks**

8.28 Nothing in this Agreement grants you a licence to use Telstra's trade marks, logos or other branding devices without our written consent.

8.29 You grant us a non-exclusive, worldwide, royalty-free licence to use your trade marks, logos and other branding devices ("**Your Logos**") as we, in our reasonable discretion, consider necessary or desirable for the purpose of promoting the Resale Services. We will comply with your reasonable directions in relation to the use of Your Logos.

#### **Privacy and confidentiality**

8.30 Where you disclose Personal Information to us (as defined in the *Privacy Act 1988* (Cth)), you must make all notifications and obtain all consents necessary to ensure that all individuals are aware that we are able to use and disclose that information for the purposes of this agreement and otherwise in accordance with our Privacy Statement (as amended from time to time), which is available at [http://www.telstra.com.au/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy_statement.html) or by calling us on 1800 039 059.

8.31 A party may not make any public announcements relating to this clause 8 without the other party's prior written consent.

#### **Carriage service provider**

8.32 We agree that we will not limit, suspend or cancel the Resale Services if you become a Carriage Service Provider or Carrier (as those terms are defined in the Act) with respect to the Resale Service.

8.33 You must comply with your obligations as a Carriage Service Provider or Carrier (if relevant and as the case may be).

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**Authorities and consents**

8.34 You warrant that if you issue a direction or instruction to us in respect of any matter that requires a Customer's authority or consent, you have obtained the relevant authorities and consents from the Customer to issue such directions or instructions to us.

**Indemnity**

8.35 You indemnify us against:

- (a) all direct loss, damage, liability, reasonable costs or expenses (including legal costs and expenses) (**Loss**) suffered or incurred by us as a result of any claim against us in connection with:
  - (i) any services or devices which you bundle with the Resale Services (including as a result of claims against us in connection with those services or devices);
  - (ii) the use (including attempted used and resale or resupply) by you or your Customer of a Resale Service, equipment or a Facility connected to a Resale Service otherwise than in accordance with the terms of use specified in section of Our Customer Terms;
  - (iii) any personal injury, death, loss or damage to any person, tangible property or equipment or Facilities of any person) or entity caused by the negligence of you, your Customer or your or their respective employees, agents or contractors;
  - (iv) our use of Your Logos in accordance with this clause 8; and
  - (v) any violation by you or your Customer of any applicable law in connection with your (or your Customer's) use of the Resale Services.

We will also take reasonable steps to mitigate any loss or damage we suffer or incur in relation to such claim.

8.36 The indemnity in clause 8.36 does not apply to the extent that any such claim is caused or contributed to by us, unless the loss, damage, liability, cost or expense was also caused by your failure to comply with this Agreement, including these Value Added Reseller Terms.

8.37 Each indemnity in this clause 8 is a continuing obligation, separate and independent from the other obligations of the parties and survives termination or expiry of this clause 8 for any reason.

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8.38 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this clause 8.

#### DEFINITIONS

8.39 In this clause 8, unless otherwise indicated:

**Applicable Law** means any law, including any common law, equity, statute, regulation, proclamation, ordinance, by-law, mandatory code of conduct, writ, judgment and any award or other industrial instrument applicable to the Control Centre service or your activities in relation to it.

**Customer** means your end user customer, to whom you may re-supply the Resale Services on the terms set out in this clause 8.

**Resale Services** has the meaning set out in clause 8.5.

**Your Logos** has the meaning set out in clause 8.29.

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## 9 Telstra Environment Monitoring Service

### What is the Telstra Environment Monitoring Service?

9.1 The Telstra Environment Monitoring service (**Service**) is designed to enable you to monitor, collect and analyse data from your assets. .

9.2 Each Service includes:

- (a) a data logger device including an embedded SIM card (**Device**);
- (b) if we make them available, any Device sensors and accessories that you elect to purchase with your Device; and
- (c) a data plan that may be used with that Device as described in clause 9.25 (**Data Plan**).

9.3 You may select the Device and any Device sensors and accessories that form part of your Service from the list of available Devices and Device sensors and accessories on the TelstraDev Portal. We may update this list from time to time and do not guarantee that any specific Device or Device sensor or accessory will be available on the TelstraDev Portal.

### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

#### Related Services

- 9.4 To optimise the use of a Device in the field, it is highly recommended that you use the Telstra IoT Service to manage and configure your Device. If you elect to take the Telstra IoT Service and we agree to provide it to you, the terms in the [Telstra Internet of Things \(IoT\) Service section of Our Customer Terms](#) and your separate agreement with us for that service (if any) apply to your purchase and our supply of that service.
- 9.5 You might also require Professional Services in connection with your Service. If you choose to take Professional Services and we agree to provide them to you, the terms in the [Other Services: Professional Services section of Our Customer Terms](#) and your separate agreement with us for those Professional Services apply to your purchase and our supply of those Professional Services. The Deliverables and the relevant details of those Professional Services (including the applicable fees and charges) will be set out in our separate agreement with you for those Professional Services.

#### Eligibility

- 9.6 To be eligible to acquire a Service, you must be an eligible enterprise customer and have a Telstra Flexcab billing account number.

#### Ordering

- 9.7 We will provide you with access to the TelstraDev Portal for the purpose of ordering Services. Our provision and your use of the TelstraDev Portal is subject to the terms set out in the [Cloud Services: TelstraDev Portal Terms of Use section of Our Customer Terms](#). You cannot order more than 10 Services in total via the TelstraDev Portal. If you wish to purchase more than 10 Services, you should contact us at [telstra.dev@team.telstra.com](mailto:telstra.dev@team.telstra.com).

#### Device updates

- 9.8 Subject to clause 9.11, we, or our Supplier, will notify you if ‘over-the-air’ updates to the Devices become available, including for the purpose of patching and security updates (**Updates**). You acknowledge and agree that these Updates may cause temporary Device outages.
- 9.9 We may recommend that you take an Update (**Recommended Update**).
- 9.10 We will provide you with a reasonable time window in which each Update will be performed and prior to the commencement of the time window you must elect a time, within the time window, for us (or our Supplier) to deploy that Update to your Device(s).
- 9.11 If you do not elect a time for for us (or our Supplier) to perform a Recommended Update in accordance with clause 9.10, then until that Update is successfully completed:



### Part G – Data Services: IoT, LPWAN and Telstra Wireless Machine to Machine

- (a) to the extent that your failure to accept that Recommended Update would impact the performance of your Devices, we are relieved of our obligations to comply with any warranties or guarantees regarding the performance of your Devices (including the warranty in clause 9.19);
- (b) you acknowledge and agree that the security of the Devices subject of the Recommended Update may be affected;
- (c) to the extent your failure to accept a Recommended Update would impact the security of our network we may suspend your access to our network via the affected Device(s).

#### **Installation**

- 9.12 Unless we agree otherwise, you are responsible for the installation of any Device and we are not responsible or liable for the acts or omissions of any third party installer.
- 9.13 We recommend that each Device be installed and configured by a Certified Installer and that Devices are not installed, removed, or otherwise tampered with by anyone other than a Certified Installer. Installation and configuration of a Device by a person who is not a Certified Installer may result in the warranty in clause 9.19 being voided (as set out in clause 9.20).

#### **Title and risk**

- 9.14 Title to any Device and any replacement parts we provide passes to you free of any encumbrances on the date we receive payment in full for the Device or replacement parts from you.
- 9.15 Risk in any Device and any replacement parts we provide passes to you on delivery to the place of delivery provided at the time of ordering or otherwise agreed in writing between you and us.

#### **SIM chip**

- 9.16 Each Device includes a subscriber identity module chip that is soldered to a printed circuit board and then attached to the Device (**SIM Chip**). You must not remove a SIM Chip from a Device or use a SIM Chip with any other device.

#### **Voluntary Warranties and statutory guarantees**

- 9.17 You acknowledge and agree that you have satisfied yourself that each Device is fit for its intended purpose and is able to fully operate with other Devices and with other equipment to the extent you require.

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9.18 If your agreement with us for the Service is terminated early because of your breach of that agreement, you must promptly pay us for any Device which has been ordered or delivered before the date of termination.

9.19 Subject to clause 9.20, we warrant that:

- (a) each Captis Multi and Captis Pulse Lite Device will be free from manufacturing defects and internal component failures that cause a material degradation in performance for either:
  - (i) five (5) years from the date of delivery; or
  - (ii) 5,000 transmissions from that Device,whichever occurs earlier;
- (b) for a period of 12 months from the date of delivery, each Captis sensor and accessory will be free from manufacturing defects that cause a material degradation in performance.

9.20 The warranty in clause 9.19 is void in the event of:

- (a) tampering with or modification or attempted repair of a Device by any person who is not a Certified Installer;
- (b) incorrect installation of a Device or installation by a person who is not a Certified Installer;
- (c) incorrect connection of accessories such as sensors, instruments and external antennas to a Device by a person who is not a Certified Installer;
- (d) connection of non-approved external hardware;
- (e) accident, natural causes, vermin infestation, damage by lightning;
- (f) misuse, abuse, improper operation, lack of reasonable care; or
- (g) loss of parts.

9.21 For detailed warranty conditions, please refer to the Device warranty card provided to you with your Device.

9.22 Subject to clause 9.23:

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- (a) your sole remedy for our breach of the warranty in clause 9.19 is for us to replace either the Device or the battery in your Device; and
- (b) if you think you are entitled to a claim under the warranty set out in clause 9.19 you must first contact Telstra Support as set out in clause **Error! Reference source not found.** who will investigate the fault. If we cannot resolve the fault, we will organise a courier to return the relevant Device(s) to us or our Supplier. We will bear the costs of returning the repaired or replacement Device(s) to you.

9.23 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

9.24 Further important information concerning the warranty in clause 9.19, and your rights under the statutory guarantees under the Australian Consumer Law, is set out in our [Important Warranty Information document](#).

**Data Plans**

9.25 Each Service includes the following Data Plan:

<b>Data Plan</b>	<b>Monthly Data Allowance</b>
10MB Data Plan	10MB

9.26 The Data Plan is provided on a month-to-month basis. You may cancel your Data Plan at any time by providing us with 30 days prior written notice to [telstra.dev@team.telstra.com](mailto:telstra.dev@team.telstra.com).

**Monthly Data Allowance**

9.27 Each Data Plan includes a monthly data allowance, as set out in clause 9.25 above (**Monthly Data Allowance**). Your Monthly Data Allowance expires at the end of each billing month and does not rollover for use in the next month.

9.28 You cannot exceed the Monthly Data Allowance in any billing month. If you reach the Monthly Data Allowance for a Data Plan in any billing month we will suspend your data usage (and you will not be able to use any further data on that Data Plan) during that billing month.

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9.29 Data Plans only allow to you establish data connectivity, but not voice connectivity. You must only use your Monthly Data Allowance in respect of your corresponding Service and you must not use it respect of any other service.

#### **FairPlay Policy**

9.30 Our FairPlay Policy (set out in [Part A – General of the Telstra Mobile section of Our Customer Terms](#)) applies to your use of the Service.

#### **Charges**

9.31 The charges for your Devices and Data Plans will be set out in the TelstraDev Portal. You will be able to view the charges for each Device and Data Plan when you place an order for that Device or Data Plan via the TelstraDev Portal.

9.32 We may vary the charges for:

- (a) each Device by updating those charges on the TelstraDev Portal; and
- (b) the Data Plan on 30 days prior written notice to you.

9.33 Any such pricing changes will not be retrospective and so will not affect the charges for any Devices you have ordered (and we have accepted) via the TelstraDev Portal before those pricing changes take effect or the charges for your Data Plans before those pricing changes take effect.

9.34 If you do not agree with the new charges for your Data Plans, you may terminate your affected Data Plans at any time before those pricing changes take effect.

#### **Invoicing**

9.35 We will invoice you for:

- (a) the charges for each Device and the monthly charge for the first month of each Data Plan upfront in the billing month immediately following the date on which you order the relevant Device and Data Plan;
- (b) all other recurring charges for each Data Plan monthly in advance thereafter; and
- (c) all other fees and charges on or around the date they arise or otherwise as agreed between you and us in writing.

9.36 In this section 9, unless otherwise indicated:

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**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Certified Installer** means a person certified by MiOT Pty Ltd to install Devices.

**Data Allowance** has the meaning given to it in clause 9.27 of this section of Our Customer Terms.

**Data Plan** has the meaning given to it in clause 9.2(c).

**Deliverable** has the meaning given to it in the [Professional Services section of Our Customer Terms](#).

**Device** has the meaning given to it in clause 9.1 of this section of Our Customer Terms.

**Device Software** means the software relating to the operation of a Device (including firmware).

**Professional Services** means the professional services described in our separate agreement with you for those services.

**Supplier** means the third-party supplier(s) or manufacturer(s) of the various Devices.

**Telstra IoT Service** has the meaning given to it in the [Telstra Internet of Things \(IoT\) Service section of Our Customer Terms](#).

**TelstraDev Portal** means the portal and related services described in the [Cloud Services: TelstraDev Portal Terms of Use section of Our Customer Terms](#).

**Updates** has the meaning given to it in clause 9.8 of this section of Our Customer Terms.

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## 10 Definitions

10.1 In this section of Our Customer Terms, unless otherwise indicated:

**Control Centre** has the meaning given to it in clause 7.1.

**Device Fee** has the meaning given to it in clause 3.12.

**Device Purchase Plan** has the meaning given to it in clause 3.16.

**Eligible Plan** has the meaning given to it in clause 3.13.

**ETC** has the meaning given to it in clause 4.22.

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**Excess Data Charge** has the meaning given to it in clause **Error! Reference source not found.**

**ICM Service** has the meaning given to it in clause 6.1.

**International Roaming** has the meaning given to it in Part I – Heading Overseas (International Roaming) of Our Customer Terms.

**Monthly Data Allowance** has the meaning given to it in clause 4.14.

**M2M** has the meaning given to it in clause 6.2

**Shared Data Allowance** has the meaning given to it in clause 4.18

**SIM Card** has the meaning given to it in clause 3.23(a).

**SIM Chip** has the meaning given to it in clause 3.23(b).

**Telstra Wireless M2M service** has the meaning contemplated in clause 2.1.

**Telstra Wireless M2M Plan** has the meaning given to it in clause 2.1.

**Testing Limit** has the meaning given to it in clause 7.4.

**Users** has the meaning given to it in clause 7.5.