

OUR CUSTOMER TERMS INBOUND SERVICES SECTION

PART E - PHONEWORDS

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Certain words are used with the specific meanings set out in Part A – General of the Inbound Services section at http://www.telstra.com.au/customer-terms/business-government/other-voice-services/inbound-services/?red=/customerterms/bus_inbound.htm and in the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm.

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1 ABOUT THIS PART

- 1.1. This is part of the Inbound Services section of Our Customer Terms. Provisions in other parts of the Inbound Services section, as well as in the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm, may apply to your phoneword.

See clause 1 of the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm for more detail on how the various sections of Our Customer Terms should be read together.

See clause 1 of Part A – General of the Inbound Services section at http://www.telstra.com.au/customer-terms/business-government/other-voice-services/inbound-services/?red=/customerterms/bus_inbound.htm for more detail on how the various parts of the Inbound Services section should be read together.

- 1.2. If there is an inconsistency between this part and the other parts of the Inbound Services section of Our Customer Terms, this part prevails to the extent of the inconsistency.

2 ABOUT PHONEWORDS

What is a phoneword?

- 2.1 A “**phoneword**” is an EROU number that we have the right to license to you, and includes any alphanumeric translation of that EROU number. If we accept your application for a phoneword, we will license and provide that phoneword to you on the terms of this section of Our Customer Terms.

Minimum period

- 2.2 You must take a phoneword from us for a minimum period of 12 months (“minimum period”).

Licence Terms

- 2.3 If we accept your application for a phoneword, we grant you an exclusive, non-assignable, non-transferable licence to use the phoneword as a telephone number with your Inbound Service. You may not assign or transfer the licence unless we agree otherwise.

Using a phoneword

- 2.4 You must not use the phoneword in a way that will:
- (a) infringe the intellectual property rights of any other person; or
 - (b) mislead or deceive or be likely to mislead or deceive other people.

This clause will override any other clause in this section of Our Customer Terms to the extent that there is an inconsistency.

- 2.5 You must comply with all laws, industry codes and regulations that relate to the use of the phoneword.

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2.6 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, if a third party alleges or claims that your use of the phoneword, or any application or registration for the phoneword, infringes the rights (including intellectual property rights) of that party or is misleading or deceptive, or is likely to mislead or deceive or constitutes passing off, it is your responsibility to obtain legal advice and resolve the matter with the third party.

Using a phoneword with an associated trade mark

2.7 In addition to the terms above, we are required to ensure that you use the phoneword in a certain way (which includes your use of any trademarks associated with the phoneword). You agree:

- (a) to only use the phoneword in connection with the types of goods or services associated with the phoneword;
- (b) not to sub-license your rights to use the phoneword to any person without our written permission;
- (c) to only use the phoneword in accordance with our reasonable directions and certain quality standards that we may tell you about from time to time;
- (d) at our request, to provide us with samples of how the phoneword is used including its use on documents, labels, artwork, advertising and other materials;
- (e) on reasonable notice, to provide us or a third party that we nominate, with access to your premises so that we can determine if the use of the phoneword is in accordance with the terms set out in this section of Our Customer Terms;
- (f) to obtain our prior written consent before registering a trade mark, domain name, company name, business name or other trading name which incorporates the phoneword. You acknowledge that you only have a licence to use the phoneword as a telephone number and so we may not always agree to allow you to register a trade mark, domain name, company name, business name or other trading name which incorporates the phoneword; and
- (g) that the use of the phoneword (including any use or registration as or as part of a trade mark, company name, business name, domain name or other trading name) is at your risk.

Charges - licence agreements entered into prior to 23 February 2013

2.8 The fees for your use of a phoneword are set out in the table below and are dependent on the category of number that you select in your application form. The fees do not cover any charges relating to telecommunications services provided in connection with the phoneword. We will invoice you for the fees each month in advance and you must pay us within 14 days of receiving the invoice.

CATEGORY – EFFECTIVE 1 JULY 2015	FEE (GST INCLUSIVE)	FEE (GST EXCLUSIVE)
Diamond	\$5380.50	\$4891.36
Platinum	\$4250.82	\$3864.38

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CATEGORY – EFFECTIVE 1 JULY 2015	FEE (GST INCLUSIVE)	FEE (GST EXCLUSIVE)
Gold	\$3423.19	\$3112.00
Silver	\$2059.71	\$1872.46
Bronze	\$1373.70	\$1248.82
Zinc	\$884.48	\$804.07
Standard	\$511.97	\$465.42

- 2.9 You acknowledge that the licence fees we pay to a third party to allow us to licence a phoneword to you automatically increase by 5% on 1 July each year. We will therefore increase your fees by 5% each year (effective on 1 July each year).
- 2.10 If you agree to license a phoneword from us for a contract term of three years, then the fees are reduced by 50% for the first 18 months of that term.

Charges - licence agreements entered on or after 23 February 2013

- 2.11 The fees for:
- (a) your licence to use a phoneword; and
 - (b) the assignment to you of our rights in a phoneword,
- are set out in your application form.
- 2.12 The fees do not cover any charges relating to telecommunications services provided in connection with the phoneword.
- 2.13 We will invoice you for the licence fees in advance and you must pay us within 14 days of receiving the invoice.
- 2.14 You acknowledge that the assignment to you of our rights in a phoneword will not be effective until we receive full payment of the fee for the assignment.

Failure to pay fees

- 2.15 If you don't pay the applicable fees for your use of a phoneword when due and then fail to pay the relevant fees within a reasonable time after we have informed you of your failure to pay the applicable fees when due, we may, in addition to our other rights under Our Customer Terms, assign our rights and transfer our obligations in respect of your licence to use that phoneword to the third party that owns the phoneword, provided that from the date of that assignment and/or transfer, that third party:
- (a) will invoice you directly for your use of the phoneword;
 - (b) has sufficient financial capacity and resources to perform our obligations to you in respect of the phoneword; and
 - (c) agrees to perform our obligations to you in respect of the phoneword.

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Cancelling your phoneword

- 2.16 You acknowledge:
- (a) that a third party owns the phoneword and has provided us with the rights to sub-license the phoneword to you; and
 - (b) and agree that you have no rights in the phoneword, or to use the phoneword, other than as expressly stated in this section of Our Customer Terms.
- 2.17 If we reasonably believe that the use of your phoneword is in breach of the terms set out in this section of Our Customer Terms, we may be required to cancel or suspend your phoneword.
- 2.18 You may cancel your licence to use a phoneword by providing us with one month's written notice.
- 2.19 If you cancel your licence to use a phoneword before the expiry of the contract term that you agree with us ("contract term"), you will have to pay us an early termination charge. The early termination charge will be an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount equal to equal to 85% of the total monthly fees payable for the remainder of the contract term, calculated from the date you cancel your licence.
- 2.20 You acknowledge that the early termination charge is a genuine pre-estimate of the loss we are likely to suffer if you cancel your phoneword licence.
- 2.21 If you port your phoneword to another service provider that is not on the Telstra network, then we will immediately and automatically assign our rights in respect of your licence to use that phoneword to the third party that owns the phoneword. From the date of porting, that third party may invoice you directly for the phoneword and perform our obligations to you in respect of the phoneword.
- 2.22 If you decide to cancel your Inbound Service, you acknowledge that we may also cancel your licence to use that phoneword 20 business days after you cancel your Inbound Service if the phoneword is for that Inbound Service. You will also be required to pay us an early termination charge as set out in clause 2.19.
- 2.23 If your licence to use a phoneword expires or terminates, you must immediately stop using the phoneword and stop using, and cancel any registrations or applications for, any trademarks, domain names, company names, business names or other trading names which incorporate the phoneword. You acknowledge and agree that after termination or expiry of your phoneword, we or the third party that owns the phoneword may licence that phoneword to another person. After the expiry or termination of your phoneword, you agree not to take action against us or a third party for use of the phoneword or any trademarks, domain names, company names, business names or other trading names which incorporate the phoneword.
- 2.24 We may need to cancel your licence to use a phoneword if we no longer have the right to licence the phoneword to you. If this happens, we will tell you as soon as reasonably possible and we will use all commercial endeavours to procure a licence from the applicable third party, for you to continue using the same phoneword. If we cancel your licence to use a phoneword under this clause, we may migrate you to a reasonably comparable service. If we

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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.

- 2.25 You acknowledge that if we attempt to procure a licence for you from a third party, we may disclose your information and the details of your existing phonenumber licence to the applicable third party to enable us to do so.
- 2.26 You must not procure or assist a third party to do anything you have agreed not to do in this section of Our Customer Terms.