

OUR CUSTOMER TERMS

TELSTRA MANAGED BUSINESS CENTRE SECTION

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Certain words are used with the specific meanings set out under clause 10 and 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 THE TELSTRA MANAGED BUSINESS CENTRE SECTION

Our Customer Terms

- 1.1 On and from 30 October 2015, we withdrew Managed Business Centre from sale. This service is no longer available for new customers.
- 1.2 This is the Telstra Managed Business Centre section of Our Customer Terms.
- 1.3 The General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm apply.

Inconsistencies

- 1.4 If the General Terms of Our Customer Terms are inconsistent with something in the Telstra Managed Business Centre section, then the Telstra Managed Business Centre section applies instead of the General Terms to the extent of the inconsistency.
- 1.5 If a provision of the Telstra Managed Business Centre section gives us the right to suspend, terminate or cancel your service, that right is in addition to our rights to suspend, terminate or cancel your service under the General Terms of Our Customer Terms.

2 ABOUT THE TELSTRA MANAGED BUSINESS CENTRE

What is the Telstra Managed Business Centre?

- 2.1 Telstra Managed Business Centre is an outsourced contact centre solution providing inbound and outbound customer contact and other business processing on behalf of customers. We can provide the facilities, the tools and the processes, as well as the people to manage your communication functions.

Eligibility

- 2.2 The Telstra Managed Business Centre services are not available to Telstra Wholesale customers or for resale.

What you need to acquire

- 2.3 Telstra Managed Business Centre services do not include any carriage services, including any Enquiry Line you use to receive calls (unless otherwise set out in your separate agreement with us). You must arrange and pay for these services separately (unless otherwise set out in your separate agreement with us).
- 2.4 Telstra Managed Business Centre services do not include outbound calls (including redirection of inbound calls to you and any other call, fax, page or similar transmission made by us in providing your Telstra Managed Business Centre services). We will charge you for outbound calls at the rates specified in Our Customer Terms or our agreement with you.

3 TELSTRA MANAGED BUSINESS CENTRE SERVICES

- 3.1 We will provide the Telstra Managed Business Centre services that you have selected in our agreement with you, which may include establishment services, standard services and additional services. We may also agree to perform once-off activities as project services.
- 3.2 The charges for Telstra Managed Business Centre services are set out in our agreement with

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you.

- 3.3 Your point of contact with us for the Services is the Operations Manager, who will be available from 9am - 5pm, Monday to Friday excluding public holidays in the ACT.

Establishment services

- 3.4 Establishment services are customisation and initial recorded voice announcement services.
- 3.5 Using information you have provided to us, we will perform basic customisation on the systems we will use to provide Telstra Managed Business Centre services.
- 3.6 The recorded voice announcement service is a pre-recorded greeting that plays as a caller is first redirected to your Telstra Managed Business Centre call centre. If you have requested recorded voice announcement service messages we will provide you with one customised recorded voice announcement of up to 30 seconds duration as part of the establishment services. We will charge you for any changes to that announcement or any additional announcements as additional services.

Standard services

- 3.7 Standard services are call handling, business processing, and reporting services.

Standard services – call handling and business processing

- 3.8 We will use a system such as an automatic call distributor to provide initial call screening, announcement and call queuing for calls to your Enquiry Line.
- 3.9 For each call made to the Enquiry Line, we will make a maximum of three call attempts for each outbound call or transmission activity unless otherwise agreed by you and us.
- 3.10 Your service hours are stated in our agreement with you. If you need your Telstra Managed Business Centre call centre to operate outside the service hours specified in our agreement with you, you may ask for and we may agree to an extension of service hours. We must receive your request at least 24 hours before you want the extended service hours to begin.
- 3.11 If we determine that there is a substantial increase in the number of your incoming calls and other business processing activities and you have not given us at least 24 hours advance warning of a likely increase, we may redirect your calls and other business processing activities to a limited number of our customer service operatives and charge you for that redirection. If those customer service operatives are occupied in answering incoming calls, further callers will hear an engaged tone. We shall endeavour to notify you prior to redirecting your calls and other business processing activities.
- 3.12 If you have selected standby services, we will charge you the monthly standby services charge to keep your Telstra Managed Business Centre call centre on standby. We will not charge you the minimum monthly handling charge while the Telstra Managed Business Centre services are on standby.
- 3.13 You must give us at least seven days written notice to activate your standby Telstra Managed Business Centre call centre. Each time you activate your Telstra Managed Business Centre call centre, we will charge you the activation charge stated in our agreement with you. Once you initiate your Telstra Managed Business Centre call centre, your Telstra Managed Business Centre call centre will not be on standby and we will charge you the minimum monthly handling charge.

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Standard services – Call handling and business processing charges

- 3.14 The minimum monthly handling charge listed in our agreement with you includes the number of calls and other business processing activities specified in our agreement with you. We will charge you the minimum monthly handling charge even if we do not answer any calls or handle any other business processing within the relevant period.
- 3.15 We will charge you an additional excess charge listed in our agreement with you for each call or other business processing activity above the number of calls and other business processing activities included in your minimum monthly handling charge. We will also charge you the additional excess charge for each call or other business processing activity you direct to your Telstra Managed Business Centre call centre outside your service hours.

Standard services – Reporting

- 3.16 We will send you a monthly report by e-mail. The monthly report will include information relating to the number of incoming calls, call duration, talk time, successful call rate, average time to answer incoming calls and compliance with the service level set out in section 4 below.
- 3.17 The format of the monthly status reports is at our discretion and will be provided on or about the date our monthly invoice is sent to you. If you require additional reporting, it will incur additional charges.
- 3.18 We will also provide you with a daily report, by e-mail, outlining the call handling we have undertaken for you in the previous 24 hour period. The format of the daily report is at our discretion. The daily report will include information relating to date and time of the inbound call, call action taken and a CSO identifier.
- 3.19 We will provide you with regular outcome reporting by e-mail, outlining the activities undertaken and call resolutions.

Standard Services – Outbound Calls

- 3.20 An outbound call includes:
- (a) redirection of an inbound call to you; and
 - (b) any other call, fax, page or similar transmission originated by a CSO in relation to your Telstra Managed Business Centre service.
- 3.21 For the avoidance of doubt, the charges for the service do not include charges for the carriage of outbound calls, pages, faxes or similar transmissions (unless otherwise set out in your agreement with us). We will include in our normal invoices to you, and you must pay, any carriage charges incurred in making outbound calls, pages, faxes or similar transmissions at the rates specified in Our Customer Terms, as varied from time to time. We shall endeavour to notify you prior to any rate variation.

Inbound Carriage Charges

- 3.22 You are responsible for the charges for inbound call carriage costs to the Enquiry Line.
- 3.23 We will attend regular teleconferences or videoconferences requested by you at times agreed between you and us to discuss the performance of our services to you.

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Additional services

- 3.24 Additional services are translating and interpreting services, additional recorded voice announcement services, and any other additional services listed in our agreement with you.
- 3.25 If you have selected quality management reporting, we will send you quality management reports by e-mail each month or as otherwise agreed.
- 3.26 If you have a recorded voice announcement service, we will make changes to your recorded voice announcement service message or record additional announcements as an additional service.
- 3.27 If you request it, we will provide access to a translating and interpreting service. If the translating and interpreting service is the service of a third party, the third party's terms and conditions, including pricing, will apply.
- 3.28 We will charge you the charges in Our Customer Terms or our agreement with you for other additional services that you request. If there is no pricing, we will advise you of the charges for an additional service you request.

Call recording

- 3.29 If you select the call recording service, we will record calls made to and from your Telstra Managed Business Centre call centre.
- 3.30 We may modify, and you must follow our reasonable directions to modify, your Telstra Managed Business Centre service (including any scripts or other materials) if we believe that modification is required to comply with any relevant law, code of practice, guideline or policy by providing that service. For example and without limitation, we may include a recorded voice announcement at the beginning of calls that may be recorded advising the caller that the call may be recorded and providing the caller with the option not to be recorded. We shall endeavour to provide you with notice of the implementation of such modifications.
- 3.31 Unless we agree otherwise, we will store recorded calls for 30 days from the time the call was first recorded, and then we may delete them.
- 3.32 At your request, we will:
- (a) send you copies of recorded calls by email or on a DVD posted to your Australian postal address if in our opinion this is practical given the number of files and their size; or
 - (b) post copies of larger volumes of recorded calls on DVD to your Australian postal address and charge you the amount specified in our agreement with you for each DVD.
- 3.33 If you select our standard call recording service, the charges for call recording will be included in your establishment charge, minimum monthly call handling charge and additional excess charge.

Shared and dedicated environments

- 3.34 We will provide the Telstra Managed Business Centre services from a Shared Environment unless our agreement with you states that a dedicated environment will be used.

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3.35 A dedicated environment is a discrete area within our facilities from which we provide services only for you. A shared environment is an area within our facilities from which we provide services to a number of customers.

Travel

3.36 The charges in this section of Our Customer Terms do not include travel costs. If we need to travel to provide the Telstra Managed Business Centre services to you, we will charge you travel costs that you approve.

4 SERVICE LEVELS

4.1 We will use reasonable efforts to answer 80% of calls within 20 seconds, unless otherwise agreed between you and us.

4.2 This service level is measured over each billing month and is a target only.

5 USE OF TELSTRA MANAGED BUSINESS CENTRE SERVICES

You must tell us if you expect changes in call volumes

5.1 You must give us reasonable notice, and use reasonable efforts to provide us with at least 24 hours' notice, of events or other changes that you become aware of that you expect will cause a change of more than 10% in average daily call or other business processing volumes to your Telstra Managed Business Centre call centre. You must tell us the expected start and end times, together with anticipated volumes, for the period of heightened activity.

6 INFORMATION AND CONTENT

Providing us with information and content

6.1 You agree to:

- (a) provide scripts, relevant forms for outbound faxes (in an electronic format that we agree to), access to your databases and other information as necessary to allow us to provide the Telstra Managed Business Centre services;
- (b) provide, at your cost, any necessary training and materials to allow us to provide the Telstra Managed Business Centre services you have requested, other than knowledge or skills that would be reasonably expected of call centre staff;
- (c) provide us with rosters for your on-call staff members, and staff lists of relevant staff, who will receive forwarded calls, pages or faxes, as well as alternative contact details for us to use if we are unable to contact your primary staff members;
- (d) make sure that all information you provide (including scripts, databases and staff lists) is current and up to date; and
- (e) provide any other information and assistance that we reasonably require to provide the Telstra Managed Business Centre services.

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Responsibility for information and content

- 6.2 You are solely responsible for:
- (a) all the information and other content that you provide to us in connection with the Telstra Managed Business Centre services; and
 - (b) obtaining all consents and licences required for use of that information and content by us and you as part of your Telstra Managed Business Centre services, including but not limited to any licences required for music, such as any required by the Australasian Performing Right Association (APRA), the Australasian Mechanical Copyright Owners' Society (AMCOS) or the Phonographic Performance Company of Australia (PPCA).
- 6.3 It is your responsibility to ensure that the information and other content is up-to-date, is not misleading, is not defamatory, does not contain offensive language or material, does not breach any applicable laws, standards, content requirements or codes, does not infringe the rights of any third party (including the intellectual property rights) and does not and will not expose us to the risk of any claim, legal or administrative action or prosecution.
- 6.4 You grant us a non-exclusive and royalty-free licence to use, disclose, reproduce and modify any information or other content you provide to us for the purpose of providing your Telstra Managed Business Centre services and for planning or product development purposes.

No obligation on us to review information and content

- 6.5 We are not required to review or edit the information you provide to us. However, if we choose to do so, we can delete any information that we reasonably believe is (or is likely to be) illegal, inappropriate or expose us to the risk of any claim, legal or administrative action or prosecution. We will tell you before we do this (where reasonably possible).

You must keep information for at least 6 months

- 6.6 You must keep the information for at least 6 months after the last date it was used as part of your Telstra Managed Business Centre service and must provide us with a copy of that information if we ask during that period.

7 PUBLICITY AND CONFIDENTIALITY

- 7.1 Despite anything else in any of our agreements with you, we may disclose information that you provide to us in order to provide your Telstra Managed Business Centre services.
- 7.2 We may identify you as a customer of the Telstra Managed Business Centre services to our potential customers, and provide potential customers a description of your Telstra Managed Business Centre services.

8 CHANGES TO THE TELSTRA MANAGED BUSINESS CENTRE SERVICES AND CHARGES

Basis of Pricing

- 8.1 The terms on which we offer the Telstra Managed Business Centre services (including pricing) is based on estimates you provide to us (including the estimated average handling time specified in our agreement with you). If in our reasonable opinion the demands on your Telstra Managed Business Centre service vary materially from these estimates, we may (at

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our choice):

- (a) limit, suspend or cancel some or all of the Telstra Managed Business Centre services; and/or
- (b) change our pricing,

by giving you reasonable written notice (in addition to any other rights we may have). If you consider that the changes to the Service or pricing are detrimental you may terminate your Service without paying early termination charges, excepting any early termination charges relating to equipment or our costs of setup, installation or commissioning of your Service.

Changes to the Telstra Managed Business Centre services

- 8.2 If you request any changes to the Telstra Managed Business Centre services (including, without limitation, changes to either processes or scripting), we may charge you to perform that change, or vary your ongoing charges. We will provide you with a quote (regarding both the cost and estimated timeframe for completion) if you request a change to your Telstra Managed Business Centre service. For changes which we consider to be simple changes, we endeavour (but do not guarantee) to perform the change within 3 business days (unless otherwise specified in our quote). For changes which we consider to be complex changes, we will specify in our quote the estimated time for completion.
- 8.3 We will charge you the amount that you and we agree for a change to the Telstra Managed Business Centre services, or if there is no agreed amount, at our time and materials rates.

9 CANCELLING OR SUSPENDING YOUR TELSTRA MANAGED BUSINESS CENTRE SERVICE

You can cancel your service

- 9.1 You can cancel your Telstra Managed Business Centre service by telling us in writing one month in advance.

When we can cancel or suspend your service

- 9.2 In addition to any other rights we have, we may limit, suspend or cancel the Telstra Managed Business Centre services at any time by giving you notice:
 - (a) if you do not provide us with accurate and up to date scripts, access to relevant databases and with other information necessary for us to perform the services and fail to provide us with these within 3 working days after we give you notice; or
 - (b) if, in our reasonable opinion, the information of other content you provide is likely, if used, to be defamatory or otherwise contravene any applicable law, regulation or relevant industry code or infringe the rights of, or duties owed to any person.

Early Termination Charge

- 9.3 If the Telstra Managed Business Centre service is cancelled for any reason other than for our material breach before the end of the minimum period or service schedule term specified in our separate agreement with you, we may charge you any waived service charges and any early termination fee set out in your agreement with us.

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10 DEFINITIONS

Customer Service Operator or CSO means a Telstra staff member who performs the call handling, outbound calls and other activities as part providing the Services.

Enquiry Line means your inbound 1300, 1800 and 13 service numbers (as applicable) which callers use to contact you and which, during the hours of operation of your MBC Call Centre, is switched through to Our MBC Call Centre.