

OUR CUSTOMER TERMS CLOUD SERVICES – MYOB ESSENTIALS

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OUR CUSTOMER TERMS

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

1 About the MYOB Essential service section

- 1.1 This is the MYOB Essentials section of Our Customer Terms.
- 1.2 Provisions in other parts of the Cloud Services section also apply. See section one of the General Terms of the Cloud Services section at <https://www.telstra.com.au/customer-terms/business-government/cloud-services> for more detail on how the various parts of the Cloud Services section are to be read together.
- 1.3 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.

2 MYOB Essentials

- 2.1 MYOB Essentials is an online accounting solution designed for small businesses.

3 Eligibility

- 3.1 To be able to use MYOB Essentials, you must accept and comply with MYOB's terms for MYOB Essentials, available at <https://www.myob.com/au/support/customer-service/myob-legal-notice/telstra-reseller-terms-conditions> ("**MYOB Essentials Terms of Use**").
- 3.2 MYOB Essentials is available through the Telstra Apps Marketplace. To use the Telstra Apps Marketplace, you need an internet connection, and you need to create an account in that marketplace. You also need to meet any minimum system requirements required to use that marketplace.
- 3.3 The Telstra Apps Marketplace part of the Cloud Services section of Our Customer Terms (available at <https://www.telstra.com.au/customer-terms/business-government/cloud-services>) governs your use of the Telstra Apps Marketplace.

4 Service Features

- 4.1 The key features of MYOB Essentials are set out on Telstra Apps Marketplace website <https://marketplace.telstra.com>.
- 4.2 We or MYOB may change the features or functionality of your MYOB Essentials from time to time in accordance with the General Terms of Our Customer Terms or your separate agreement with us.

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5 Plans and Charges

- 5.1 MYOB Essentials is available in various plans, as set out in the Telstra App Marketplace. The inclusions and restrictions for each MYOB Essentials plan are set out in the Telstra App Marketplace.
- 5.2 The pricing for the various MYOB Essentials plans is as set out in the Telstra Apps Marketplace, or as separately communicated to you before you order your MYOB Essentials. We will charge you the applicable price for the MYOB Essentials plan(s) you have selected monthly in advance (except for your first month, which may be charged on a pro-rata basis in arrears at the start of the next month).
- 5.3 From time to time, we may change the applicable fees for your MYOB Essentials plan. If we do so, we will let you know in advance in accordance with Our Customer Terms or your separate agreement with us.
- 5.4 You may upgrade or downgrade to and from any MYOB Essentials plan listed on the Telstra Apps Marketplace at any time by contacting us.

6 Term and Termination

- 6.1 All MYOB Essentials plans are available on a month-to-month basis.
- 6.2 There is no minimum term and you can cancel your service at any time, but if you cancel partway through a monthly billing cycle, you will not be entitled to a refund for the remainder of that monthly billing cycle.
- 6.3 We may terminate your MYOB Essentials if your contract with MYOB (under the MYOB Essentials Terms of Use) ends for any reason.

7 Suspension

- 7.1 We may suspend your access to your MYOB Essentials if MYOB suspends your service in accordance with the MYOB Essentials Terms of Use.

8 Relationship with MYOB

- 8.1 You acknowledge and agree that, during the term of your MYOB Essentials subscription with us:
 - (a) any terms of the MYOB Essentials Terms of Use that relate to invoicing and billing do not apply; and
 - (b) you must not exercise directly with MYOB any right you may have to terminate, upgrade or downgrade your MYOB Essentials under the MYOB Essentials Terms of Use (you must instead exercise such rights under Our Customer Terms).
- 8.2 For the purposes of the MYOB Essentials Terms of Use between you and MYOB, you appoint us as your agent and grant us authority to do the following on your behalf:

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- (a) liaising with MYOB in relation to any issue or request you may have under or in connection with the MYOB Essentials Terms of Use between you and MYOB; and
- (b) if you have told us that you want to terminate your MYOB Essentials service, terminating the MYOB Essentials Terms of Use between you and MYOB.