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Certain words are used with the specific meanings in the General Terms of Our Customer Terms at https://www.telstra.com.au/customer-terms/business-government

1 ABOUT THIS SECTION

- 1.1 This is the Telstra Device Security For Business section of Our Customer Terms.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms of Our Customer Terms also apply to the products and services under the Telstra Device Security for Business section. See section one of the <u>General Terms of Our</u> <u>Customer Terms</u> for more detail on how the various sections of Our Customer Terms are to be read together.

2 WHAT IS TELSTRA DEVICE SECURITY FOR BUSINESS?

Overview

- 2.1 Telstra Device Security for Business is a month-to-month subscription that gives eligible business customers access to McAfee Multi Access.
- 2.2 McAfee Multi Access is a series of applications that offer the following security services for up to 10 compatible PC, Mac, Android and iOS devices (further details are available at https://www.telstra.com.au/small-business/cyber-security-and-safety/plans):
 - (a) Identity Protection helps keep you safe by monitoring your personal info on the dark web, like credit card numbers and email addresses;
 - (b) Secure VPN Virtual Private Network helps to protect your online activities with bankgrade encryption each time you connect to the internet;
 - (c) Antivirus & System Scan for the latest malware and threats;
 - (d) WiFi Scan scans your Wi-Fi network when connected;
 - (e) Safe Browsing helps protect you from phishing attacks, tech scams and downloads that might contain viruses; and
 - (f) Social Privacy Manager helps you adjust more than 100 privacy settings across your social media accounts, so your personal info is only visible to the people you want to share it with.

Eligibility

- 2.3 Telstra Device Security for Business is available to small or medium (in Telstra's reasonable opinion) business customers who have an existing eligible Telstra post-paid business broadband or Telstra mobile service.
- 2.4 Your Telstra Device Security for Business subscription will automatically be cancelled if the eligible Telstra broadband or mobile service it was added to is no longer active.
- 2.5 You must not use Telstra Device Security for Business other than for business purposes, nor for resale or resupply to any person. Your right of use is non-exclusive. We reserve all rights not expressly granted to you.

3 YOUR OBLIGATIONS

3.1 You must:

- accept and comply with the McAfee EULA as made available by McAfee from time to time (currently at <u>https://www.mcafee.com/consumer/en-au/policy/legal.html</u>) as a condition of using Telstra Device Security for Business;
- (a) pay all fees and charges associated with your Telstra Device Security for Business subscription, visit <u>https://www.telstra.com.au/small-business/cyber-security-and-safety/plans</u> for details.
- (a) make sure you keep your account information and password secure;
- (b) not use Telstra Device Security for Business subscription (or any part of it) for any purpose other than that for which it was intended; and
- (c) regularly check your email address associated with your Telstra account and the preferred email address you gave for your McAfee Multi Access account. We may communicate with you about your Telstra Device Security for Business using either of these email addresses, or by other methods set out in the General Terms section of Our Customer Terms.
- 3.2 You must not provide, or assist with the provision of, your subscription to another person outside of your business.
- 3.3 Where an applicable security service permits you to use the software on multiple computers or devices, you must limit your use to that specified number.
- 3.4 A reference to "you" in relation to this clause 3.4 includes a reference to anyone else (other than us or our representatives) who uses Telstra Device Security for Business. You must:
 - (a) comply with all laws and regulations (including any applicable export control laws and regulations);
 - (b) not reverse engineer, decompile or otherwise discover the application or software programming interface for the Telstra Device Security for Business; or
 - (c) not resell, distribute, or otherwise use Telstra Device Security for Business to generate income, and

we may suspend or cancel your Telstra Device Security for Business subscription without liability to you if you breach this clause.

4 SOFTWARE / APPLICATION INSTALLATION AND COMPATIBLE DEVICES

- 4.1 You will need to download application software to use McAfee Multi Access applications.
- 4.2 You must only use McAfee Multi Access applications on compatible devices, software and operating systems. For a current list of compatible devices, go to <u>https://www.mcafee.com/en-au/consumer-support/help/system-requirement.html</u>
- 4.3 You must ensure that if you install McAfee Multi Access on your computers and devices:

- (a) that your computer(s) and device(s) meet the requirements set out at https://www.mcafee.com/en-au/consumer-support/help/system-requirement.html;
- (b) that your computer(s), device(s) and software on your computer(s) and device(s) are compatible with McAfee Multi Access; and
- (c) you keep the McAfee Multi Access application software up to date.
- 4.4 Updates and enhancements become available from time to time. You are responsible for downloading these updates. Superseded versions of the McAfee Multi Access software may become less effective and provide less protection than software which has been updated.
- 4.5 An internet connection is required to download, use and update the McAfee Multi Access application software. Data charges may apply, and you are responsible for those charges in addition to your Telstra Device Security for Business charges.
- 4.6 Except for any application software provided to you with your Telstra Device Security for Business subscription, the cost of any additional software/hardware is not included in the monthly charge for Telstra Device Security for Business. You are responsible for any charges not included in your Telstra Device Security for Business subscription.
- 4.7 We will use reasonable care and skill in providing you access to the McAfee Multi Access applications.

5 LIMITATIONS

- 5.1 McAfee Multi Access does not interrogate your traffic to filter viruses or spyware, it instead blocks access to sites serving or installing known malicious content.
- 5.2 Subscription charges do not cover or include replacement or repair of hardware.
- 5.3 You must ensure that your data is backed up before we supply the McAfee Multi Access to you.
- 5.4 You acknowledge that the supply or use of Telstra Device Security for Business may result in or cause interruptions, loss or damage to you and your computer systems, networks, websites, internet connections and data, and that we do not separately back-up any of your data to avoid potential data loss. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you agree that to the full extent the law allows, we have no liability to you or any party as a result of this.

6 WARRANTIES

- 6.1 Use of McAfee Multi Access assists with internet security, but we do not warrant, represent or guarantee that:
 - (a) your systems will be completely protected from threats;
 - (b) viruses, trojans, worms or other threats will always be detected;
 - (c) your computers and devices will be kept free from all intrusions, hacking, spyware, pop-ups offensive material or other unauthorised activity;
 - (d) your online transactions will be secure or that your personal data will be secure;

- (e) all fraudulent websites will be detected;
- (f) you or your family will be protected from threats in social networking sites; or
- (g) it can unlock or retrieve data in an instance of encryption-based malware on a device.
- 6.2 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we cannot promise that Telstra Device Security for Business will be continuous, accessible at all times or fault-free.
- 6.3 While we use reasonable care and skill in providing Telstra Device Security for Business to you, there are also other non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws (such as the Competition and Consumer Act 2010 (Cth) and State and Territory Fair Trading Acts) that may apply to goods or services we supply, including that services be fit for their purpose. However, due to the nature of the Telstra Device Security for Business, it, or its component security services may not be available or may become unavailable due to any number of factors including, without limitation, acts of God, technical failure of the service, telecommunications infrastructure, or delay or disruption attributable to viruses, denial of service attacks, increased or fluctuating demand, actions and omissions of third parties, or any other cause reasonably beyond our control.
- 6.4 This clause is not intended to limit your rights under any Australian consumer protection legislation.

7 SOFTWARE LICENCES

- 7.1 Any software or applications that are part of your Telstra Device Security for Business subscription are owned by us and our suppliers or licensors and are protected by copyright laws and international treaty provisions.
- 7.2 We and our suppliers and licensors own and retain all right, title and interest in and to the software, including but not limited to all patents, trademarks, copyrights, trade secrets and other intellectual property rights embodied or contained in the software.
- 7.3 We procure the right for you to use software / applications that is part of or needed to use Telstra Device Security for Business. This is usually on the same terms that our vendor grants such licences. You must comply with (and ensure all your end users comply with), all applicable licence terms at all times.

8 TERM AND PAYMENT

- 8.1 There is a one month minimum term. Your Telstra Device Security for Business subscription will automatically renew each month, unless you inform us before the end of the thencurrent month that you wish to cancel it.
- 8.2 You must pay the monthly charge in advance, as at 5 July 2022, \$10 per month (excl GST), until your service is cancelled.
- 8.3 All charges will be applied monthly to your Telstra bill from your Telstra Device Security for Business subscription commencement date until such time as you terminate Telstra Device Security for Business. Your Telstra Device Security for Business commencement date will commence on the date you create your McAfee account. This may differ from your Telstra billing date.

- 8.4 If you cancel your Telstra Device Security for Business before the end of your subscription month you will not be entitled to any refund of service for that month. You will continue to be able to use Telstra Device Security for Business until the end of the month that you have paid for.
- 8.5 We may choose to introduce other payment methods from time to time. We will advise you in advance if any alternative payment methods are available to you and offer you ways of accessing those payment methods.

9 OUR RIGHT TO MIGRATE YOUR SERVICE

- 9.1 At any time, we may (but are not required to do so) migrate you to an alternative service or pricing plan on a month by month basis by providing you with reasonable prior notice. If you are not satisfied with the alternative service or pricing plan, you may cancel your Telstra Device Security for Business at any time, or choose from an alternative plan or pricing option (if available).
- 9.2 From time to time we may notify you of any alternative plans or pricing options we currently offer at that time.

10 MAINTENANCE OF THE SERVICE

- 10.1 For billing enquiries contact Telstra through My Telstra app, in store or via 132200.
- 10.2 For product and technical support contact Telstra on 132200 or visit <u>https://www.telstra.com.au/small-business/business-cyber-security/plans</u>