

# Digital Services Agreement

## General Terms

### 1 About this document

#### 1.1 Where this document fits into our agreement with you


(a) Thank you for choosing Telstra. Our Digital Services Agreement (**Agreement**) with you is made up of the following parts:

 If different parts of this Agreement conflict, the part listed earlier in the table applies to the extent of the inconsistency.


##### About the parts of this Agreement

|                       |   |
|-----------------------|---|
| <b>Overview</b>       | You sign this when you first agree to buy Services from us. It includes your key Agreement details.                             |
| <b>Price Schedule</b> | Outlines the prices and pricing conditions of the Services you buy from us.   |
| <b>Service Order</b>  | A record of the orders you've submitted to us, including changes you've requested to your Services that have incurred a charge. |

The following parts make up our standard form of agreement terms with our customers for the purposes of [Part 23 of the Telco Act](#). We update these terms from time to time in line with our agreement with you.

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| <b>Service Terms</b>   | The specific conditions for each Service you buy. |
|  <b>These General Terms</b> | The conditions that apply to all our Services.    |

(b) These General Terms apply if you are a Business Customer with a Digital Services Agreement with us.

 Different General Terms may apply if you and we agree to different terms, or if you aren't a Business Customer.

### 2 ORDERING & USING SERVICES

#### 2.1 Service Orders

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| <b>You must be eligible for a Service</b> | You need to meet the following requirements before we agree to your Service Order.<br>(a) You must be an eligible Business Customer for each Service, as set out in the relevant Service Terms.<br>(b) The Service must be available for us to provide to you at your Sites.<br>(c) You must meet our credit requirements. |
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#### 2.2 Our commitments to you

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| <b>We connect Services in a reasonable time</b> | (a) We try to connect Services (and deliver associated Software and Hardware) within a reasonable time of agreeing the relevant Service Order.<br>(b) We maintain our Services in accordance with the applicable Service Terms, and in general, will maintain your Service for as long as we offer that Service to our customers.  |
| <b>We do not promise fault-free Services</b>    | (c) (i) We will use reasonable care and skill in providing the Services, however we do not promise they will be continuous or fault free (including for unscheduled emergencies or Planned Maintenance).<br>(ii) You acknowledge and agree where you require fail-safe or uninterrupted connectivity, it is your responsibility to implement a business continuity plan and put in place alternate or appropriate backup arrangements.<br>(d) Any goods supplied in connection with the Services are reasonably fit for the purpose for which we supply them.<br>(e) Work we perform is carried out by competent and suitably qualified Personnel. |

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| <b>Transition &amp; Disengagement</b>                                  | <p>(f) If we agree a Service Order for transition in or disengagement services:</p> <p>(i) We use reasonable endeavours to minimise disruption to your ongoing operations; and</p> <p>(ii) We'll reasonably cooperate with your new service provider (although nothing requires us to provide our Confidential Information).</p>   |
| <b>We have a global services delivery model and use subcontractors</b> | <p>(g) We may supply your Services from locations outside of Australia. However, this doesn't reduce our obligations under this Agreement. Our global services delivery model means that:</p> <p>(i) certain Services are delivered by Personnel located in Australia, while other kinds of Services are delivered by Personnel located outside of Australia (including the Philippines, India and Malaysia); and</p> <p>(ii) Personnel located in Australia and outside of Australia may need to access your Customer Data and our Service Related Data to provide Services to you.</p> <p>(h) We may subcontract our obligations under this Agreement from time to time. This may include subcontracting all or any part of this Agreement to another Telstra Group Entity that has the sufficient financial capacity to perform our obligations under this Agreement and doing all things reasonably required to give effect to this. Even where we use subcontractors, we remain responsible for our obligations under this Agreement and will ensure the subcontractor has all the necessary skills and resources to perform the work they undertake.</p> |

### 2.3 Your commitments to us

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| <b>Not for resale</b>   | (a) You must not resell, resupply, or share a Service without our consent.   |
| <b>We need details from you to supply Services</b>                  | <p>(b) You must give us information we need to supply you the Services, and for your use of the Services.</p> <p>(c) You must give us and our Personnel reasonable assistance and safe access to your Sites, network, infrastructure, equipment, and systems so we can supply you Services and enforce our rights under this Agreement.</p> <p>① Includes getting permissions needed for us to access Sites, network, infrastructure, equipment, or systems.</p>   |
| <b>Don't break the law &amp; follow our reasonable instructions</b> | <p>(d) You must not use a Service in any way that breaks the law or allow anybody else to do so.</p> <p>(e) You must use Services in line with reasonable policies we notify you about.</p> <p>① This includes our Acceptable Use Policies and relevant technical standards set out on the ACMA's website.</p> <p>(f) You must follow our reasonable instructions if your use of a Service interferes (or threatens to interfere) with our network or infrastructure or to avoid any danger.</p> <p>① This includes following our instructions to make changes to your infrastructure, systems, or equipment if you have inadequate capacity.</p> <p>(g) You must promptly notify us if you modify, replace, repair, or perform maintenance on any hardware, software, or system on your network on which a Service depends.</p> |
| <b>Don't damage or interfere with the Service</b>                   | <p>(h) You must ensure all equipment you connect to the Services does not damage our equipment (normal wear and tear excepted) and is technically compatible with the relevant Services.</p> <p>① Contact us if you aren't sure what is compatible.</p> <p>(i) You must ensure no-one interferes with the operation of a Service or makes it unsafe.</p> <p>(j) You must not alter, reverse engineer, repair or attempt to repair the Services (including Hardware or Software provided as part of the Services) or cause or allow a third party to do any of these acts.</p>  |
| <b>Key aspects of Services are your responsibility</b>              | <p>(k) You are fully responsible for:</p> <p>(i) selecting, supplying, and maintaining your own network, infrastructure, equipment, and systems;</p> <p>(ii) the content of any data or information which you send or receive using the Services and must take reasonable steps to ensure the security of such data or information; and</p> <p>(iii) any use of the Services, or any Facility connected to the Services on your Sites, by you or any third party whether authorised or not.</p>  |

### 2.4 Telephone numbers and PINs

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| <b>You get certain rights if we issue you a phone number</b> | <p>(a) Both you and we must comply with the <a href="#">Telecommunications Numbering Plan</a> in using numbers with the Services, such as the rules for issuing, transferring, recovering and changing numbers.</p> <p>(b) We may change the customer dialling codes you use to access a Service with a PIN by giving you reasonable notice beforehand. If you reasonably think that such change is likely to have a</p> |
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|  | <p>detrimental impact on you, you can cancel the Services by notifying us of your cancellation within 14 days of receiving our notice.</p> <p>① You must pay us all outstanding invoices and amounts due and payable to us in connection with the cancelled Service.</p> <p>(c) You may continue using any telephone number we issue to you (except where the Telecommunications Numbering Plan allows us to recover the number).</p> <p>(d) You may transfer a telephone number or PIN to another person if you get our prior consent.</p>  |
| <b>2.5 Maintenance and Service Desk</b>                          |  |
| <b>Where to get help</b>   | <p>(a) From time to time, we undertake Planned Maintenance for Services, where possible between 1am - 6am local time at the affected Service locations. We try to give you at least 10 days' notice.</p> <p>(b) If we need to complete emergency repairs and updates, we try to give you at least 24 hours' notice.</p> <p>(c) We will give you access to a Service Desk to help with your service issues. Different support hours may apply for different Services, as outlined in a Service Order or the relevant Service Terms.</p>   |
| <b>2.6 Hardware</b>  |  |
| <b>You must pay for your Hardware</b>                            | <p>(a) We can only supply you Hardware when it is available. We will keep you informed if Third Party Supplier availability may impact our ability to supply you Hardware.</p> <p>(b) If you do not pay us all of the agreed Hardware purchase price or lease charges, we may:</p> <p>(i) on reasonable notice, repossess that Hardware from your or your third party's site;</p> <p>(ii) recover from you the fair market value of the Hardware as a debt due to us; and/or</p> <p>(iii) apply interest on outstanding amounts until you pay us in full.</p>  |
| <b>Risk &amp; title in Hardware</b>                              | <p>(c) Risk in Hardware passes to you on delivery to your nominated delivery address.</p> <p>(d) Title to Hardware passes to you on the date you pay us in full.</p>   |
| <b>We pass through warranties</b>                                | <p>(e) To the extent they are included, we pass through all warranties, embedded software, and licences we receive from the Third-Party Supplier for the Hardware.</p>   |
| <b>Cancelling your Hardware order</b>                            | <p>(f) If you order Hardware to buy or lease, and then subsequently cancel that order, you might have to pay for Hardware we've procured for you as well as any reasonable costs we incurred.</p> <p>① If you cancel an order, we'll try cancelling the order with the Third Party Supplier. If we can't cancel the order, we'll try reselling the Hardware. We may ask you to pay us the Hardware cost if we can't resell that Hardware to another customer within 30 days of receiving the Hardware, even after advertising it.</p> <p>We'll deliver the Hardware to your nominated delivery address after you pay us in full.</p>   |
| <b>2.7 Leasing Hardware</b>                                      |  |
| <b>Using leased Hardware</b>                                     | <p>(a) You are responsible for all costs (including reasonable legal costs) if you lose Hardware or it is stolen or damaged (normal wear and tear excepted).</p> <p>(b) If you lease Hardware from us, you must:</p> <p>(i) Only use Hardware in line with this Agreement, our reasonable instructions, and its specifications;</p> <p>(ii) Keep Hardware in a safe, secure location to prevent damage, loss, or theft;</p> <p>(iii) Notify us before moving Hardware to a new Site;</p> <p>(iv) Only use Hardware at Sites we reasonably approve;</p> <p>(v) Don't perform or allow unauthorised modifications, maintenance, or repairs to the Hardware;</p> <p>(vi) Not sell or encumber Hardware you lease from us without our permission; and</p> <p>(vii) Allow us to inspect Hardware on reasonable notice and at a reasonable time.</p> |
| <b>You must return or pay for Hardware at the end of a lease</b> | <p>(c) After a Hardware lease ends, you must at your cost safely return Hardware to the address we notify.</p> <p>① If you lease Hardware, the risk passes back to us when you return it to us in good working condition.</p> <p>(d) If you do not return the Hardware, we may collect it on reasonable notice.</p> <p>(e) You must pay our reasonable costs to collect Hardware you do not return.</p> <p>(f) If we can't collect the Hardware, we will continue to charge you the relevant charges for that Hardware until you either return or purchase the Hardware.</p>   |

## 2.8 Professional Services

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| <b>Prof Services scope is in a Service Order</b> | (a) The scope of Professional Services you order from us are set out in a Service Order.<br>(b) We don't have to provide Professional Services to you unless you and we agree to the scope of those Professional Services in a Service Order.<br>(c) Once you and we agree to a Service Order, we will perform the work in line with this Agreement and the Service Order.<br>(d) Service Orders cover all relevant Professional Services, whether we started providing them before or after a Service Order is fully agreed. |
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## 2.9 Software

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| <b>You must only use Software in the Licence period</b> | (a) We grant you a non-exclusive and non-transferable licence to use Software and any documentation provided as part of your Service.<br>(b) The Software licence applies during the licence period and is subject to any other license terms specified in your Agreement, and/or any agreement you enter with the Third-Party Supplier.<br>(c) At the end of the licence period, you must immediately stop using Software and must either return to us or destroy all Software copies in your possession or control. |
| <b>You can't modify or sell Software</b>                | (d) You must not modify Software or remove or alter any of the notices on Software or documentation.<br>(e) You must not rent, lease, resell, reverse engineer, decompile or disassemble Software unless permitted by us or the Third-Party Supplier in writing.  |

## 2.10 IP Addresses

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| <b>Access to IP addresses comes with rules</b> | (a) If we give you access to an IP address in connection with your Service, we grant you a non-exclusive, non-transferable licence to access and use that IP address:<br>(i) solely for the purpose of receiving and using the Service; and<br>(ii) otherwise in accordance with our directions.<br>(b) It is your responsibility to update your network configuration to take into account your IP address(es).  |
| <b>We may change or remove IP address</b>      | (c) We may change and replace any IP address at any time on 14 days' prior notice to you, and if you reasonably think that such change is likely to be detrimental to you, you can cancel the Services by notifying us of your cancellation within 14 days of receiving our notice.<br>① You must pay us all outstanding invoices and amounts due as per clause 3 in connection with the cancelled Service.<br>(d) Your right to access and use any IP address ceases immediately if your Service ends or on notice if you use an IP address in breach of this Agreement.<br>(e) If your right to access and use an IP address ends, you must immediately stop using that IP address. |

## 3 PAYMENT & INVOICES

### 3.1 Paying for your Services

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| <b>You must pay us within 30 days</b> | (a) You must pay us the charges set out in this Agreement for the Services in the Specified Currency.<br>(b) All charges are payable within 30 days of the invoice date, unless otherwise agreed in writing. |
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### 3.2 T Analyst service

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| <b>We can adjust charges</b> | (a) If you use the T Analyst service, the T Analyst Terms of Use will apply. By using T Analyst you accept those Terms of Use. |
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### 3.3 Managing invoices and payments

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| <b>You must pay undisputed amounts</b> | (a) If you genuinely dispute an invoice, you don't need to pay disputed amounts until we resolve the dispute.<br>(b) However, you must pay all undisputed amounts by the due date and may not otherwise exercise any right to set-off or withhold any amount payable to us under this Agreement.<br>(c) If you don't pay any amounts due on time (other than disputed amounts), we may:<br>(i) if we have provided notice of the non-payment and you haven't paid within 30 days of that notice, decrease, or withdraw any off-tariff or discounted pricing for those Services; and/or<br>(ii) charge you interest (calculated on a daily basis) on any unpaid amounts at an annual rate equivalent to the Official Cash Rate set by the Reserve Bank of Australia. |
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| 3.4 Adjustments                                 |   |
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| <b>We can adjust charges</b>                    | <p>(a) We may round charges up or down to the nearest whole cent.</p> <p>(b) We can pay you amounts we owe you by deducting them from amounts you owe us.</p> <p>(c) If you become bankrupt or insolvent, we may deduct any amounts you owe us even if such amounts are not yet due and payable.</p>  |
| 3.5 Taxes                                       |   |
| <b>You need to pay applicable taxes</b>         | <p>(a) Subject to this clause, you must pay all Taxes incurred by us in providing the Software, Hardware or Services. Unless expressly stated otherwise, the charges for the Software, Hardware and Services are exclusive of any Taxes.</p> <p>(b) Where GST is imposed on a taxable supply made under or in connection with this Agreement, we will issue you with a tax invoice for that supply. You must pay an additional amount equal to the GST (without deduction, withholding, counterclaim or set-off) by the tax invoice due date.</p> <p>(c) If one party is required to indemnify, pay or reimburse another party (Payee) for any cost, loss or expense, the indemnity or reimbursement payable does not include any amount for which the Payee (or an entity grouped with the Payee for GST purposes) is entitled to an input tax credit, but will be increased in accordance with clause 3.5(b) if the amount payable is consideration for a taxable supply.</p> <p>(d) If you are required by law to make a deduction or withholding for or on account of Taxes from a payment, you must pay us an additional amount so that, after making any such deduction or withholding, we are entitled to receive an amount equal to the payment which would have been due if no deduction or withholding had been required.</p> |
| <b>You must pay the ACT taxes if they apply</b> | <p>(e) Customers in the ACT, we may charge you an annual ACT Government Utilities Tax Charge (which may change over time and will be itemised on your invoice) where:</p> <p>(i) you have a relevant Service within the ACT Government area; and</p> <p>(ii) you are our customer (regardless of if you still have a relevant Service) after 31 March each calendar year.</p>   |

## 4 OUR RELATIONSHIP

| 4.1 Working Together                        |  |
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| <b>We'll work with your employees</b>       | <p>(a) You may appoint a third party to act for you under this Agreement with our prior written consent. We won't unreasonably refuse consent, however we can withdraw our consent on reasonable grounds.</p> <p>(b) As long as we act in good faith, if your employees tell us they are authorised to act under this Agreement, we can rely on that authority.</p>  |
| <b>Sending notices</b>                      | <p>(c) We communicate with you about this Agreement via the email address you give us, by text, via <a href="#">Telstra Connect</a> portal, or another way we think is reasonable in the circumstances.</p> <p>(d) To notify us under this Agreement, send your notice to <a href="mailto:ContractNotices@team.telstra.com">ContractNotices@team.telstra.com</a>.</p>  |
| <b>Business practices</b>                   | <p>(e) In performing obligations in this Agreement, both parties must act in line with anti-slavery, anti-bribery and anti-corruption laws that apply to them where the Services are provided under this Agreement.</p> <p>(f) Telstra will act in accordance with our <a href="#">Modern Slavery Act statement</a>, which sets out an overview of our supply chain and how we disclose any material incidents in our annual Modern Slavery Act statement; and our <a href="#">Supplier Code of Conduct</a>, which covers our expectations of our own suppliers.</p> |
| 4.2 Intellectual Property                   |  |
| <b>We own the IP Rights in our Services</b> | <p>(a) This Agreement does not transfer ownership or grant rights in Background Material or Third-Party Software.</p> <p>(b) We own all rights in Contract Material and grant to you a non-exclusive, royalty free licence to use the Contract Material for the purpose of receiving the Services.</p> <p>(c) You grant us a non-exclusive, royalty free licence to use your Background Material as necessary for us perform our obligations under this Agreement and supply you Software, Hardware and Services.</p>  |

| 4.3 Confidentiality and privacy  |  |
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| <b>Both of us must protect each other's Confidential Information</b>   | <p>(a) A party must not disclose the other party's Confidential Information to any person except:</p> <ul style="list-style-type: none"> <li>(i) to its employees, professional advisors, and Personnel on a 'need to know' basis provided those persons first agree to observe the confidentiality of the information;</li> <li>(ii) with the other party's prior written consent; or</li> <li>(iii) if required by law, any regulatory authority or stock exchange.</li> </ul> <p>(b) Notwithstanding this clause 4.3, we may disclose your Confidential Information to:</p> <ul style="list-style-type: none"> <li>(i) your Related Bodies Corporate;</li> <li>(ii) Telstra Group Entities or professional advisors or rating agencies of a Telstra Group Entity; and</li> <li>(iii) any person in connection with any of our, or any Telstra Group Entity's, actual or potential financing, risk transfer, monetisation, or similar transactions,</li> </ul> <p>as long as such persons first agree to observe the confidentiality of the information.</p>   |
| <b>Privacy Policy</b>  | <p>(c) You agree, and will ensure your Personnel, Related Bodies Corporate and their Personnel are aware, that we may collect, use, and disclose information about you and each of them in line with our <a href="#">Privacy Statement</a>, which we update from time to time.</p>   |
| 4.4 Changes to our relationship  |  |
| <b>We can novate this Agreement to another Telstra Group Entity</b>  | <p>(a) You may only assign your rights or novate your obligations under this Agreement with our prior written consent, which we will not unreasonably withhold.</p> <p>(b) If we give you at least 30 days' prior notice, we may novate this Agreement to another Telstra Group Entity that has sufficient resources and financial capacity to perform its obligations under this Agreement (including by way of intra-group arrangements). You must undertake all actions we reasonably request to effect that novation, including signing any required documentation.</p>  |
| 4.5 Resolving disputes   |  |
| <b>Both parties must follow this dispute resolution process</b>  | <p>(a) If you have concerns or issues with how we supply Services under this Agreement, we agree to discuss them with you in good faith so we can try to resolve your concerns promptly.</p> <p>(b) If a party believes there is a genuine dispute under this Agreement which initial discussions have failed to resolve (<b>Dispute</b>), it may write a notice to the other party, giving reasonable details of the Dispute (<b>Dispute Notice</b>). After receiving this Dispute Notice, we will meet with you and both of us will in good faith attempt to resolve the Dispute.</p> <p>(c) Neither party may start legal proceedings unless:</p> <ul style="list-style-type: none"> <li>(i) the purpose of the proceedings is to seek urgent injunctive or declaratory relief; or</li> <li>(ii) despite following the process set out in this clause, the parties have been unable to resolve the Dispute within 20 Business Days of the date that the applicable Dispute Notice was received.</li> </ul>  |
| 4.6 Trustee Acknowledgement  |  |
| <b>If you are entering into this Agreement in your capacity as a trustee of a trust, this clause applies</b> | <p>(a) This clause applies to you, if you are executing or renewing this Agreement in your capacity as a trustee of a trust on or after 9 November 2023.</p> <p>(b) Unless agreed otherwise in writing, you represent and warrant to us that:</p> <ul style="list-style-type: none"> <li>(i) you are entering into this Agreement in your capacity as trustee of the trust whose name is stated on the front page of this Agreement (<b>Trust</b>) and in no other capacity;</li> <li>(ii) you are the only trustee of the Trust, and no action has been taken or is proposed to remove you as trustee of the Trust or to terminate the Trust;</li> <li>(iii) you have the power under the terms of the Trust to enter into and comply with your obligations under this Agreement, and to have those obligations enforced against you and the Trust;</li> <li>(iv) you have carefully considered the purpose of this Agreement and that the entry into this Agreement is for the benefit of the beneficiaries of the Trust, whose consents (if necessary) have been obtained;</li> <li>(v) you have a right to be fully indemnified out of the Trust assets in respect of the obligations incurred by you under this Agreement, and that the assets of the Trust are sufficient to satisfy that right of indemnity in respect of which you as the trustee have a right to be indemnified.</li> </ul> |
|  | <p>(c) We agree not to bring any claim against you in any capacity other than as trustee of the Trust, and that any liability to us arising under or in connection with this Agreement will be enforced by us against you as a trustee to the extent it can be satisfied out of the Trust assets held by you or the Trust.</p>   |



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|  | <p>(d) You agree that any exclusions and the limitation in clause 4.6(c) will not apply if the liability or claim is a result of a breach of clause 4.6(b), or is due to your fraudulent or negligent acts or omissions, or your acts or omissions in breach of trust or duty.</p> <p>(e) You must notify us immediately, and subject to clauses 5.5 and 5.6 this Agreement will terminate on the date:</p> <p>(i) you are no longer the sole trustee of the Trust; or</p> <p>(ii) the Trust is terminated or dissolved;</p> <p>whichever is earlier.</p> |
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## 5 CHANGES & TERMINATION

### 5.1 How you can change, add, or cancel Services

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| <p><b>Early Termination Charges may apply</b></p> | <p>(a) You may cancel a Service at any time on 30 days' notice. However:</p> <p>(i) if you cancel a Service <b>before</b> we supply it to you, we may charge you for reasonable costs we incurred in preparing to provide it to you; and</p> <p>(ii) if you cancel a Service <b>within a fixed or minimum term</b>, we may charge you Early Termination Charges if they apply to that Service.</p> <p>(b) See the relevant Service Terms for how to make changes to your Services.</p> |
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### 5.2 Both parties can end this Agreement for serious breach

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| <p><b>Termination for breach</b></p> | <p>If a party commits a material breach of this Agreement and does not remedy that breach within 30 days of receiving a notice to do so, then the other party may terminate this Agreement or the relevant Service(s).</p> |
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### 5.3 How we can change the Services, the Service Terms, and the General Terms

| <p><b>We can change Service Terms &amp; General Terms</b></p>   | <p>(a) Except for the types of changes set out in this clause, this Agreement may only be varied by written agreement.</p> <p>(b) From time to time, we may make changes to the Services or these General Terms, or the Service Terms.</p> <p>(c) When making such changes, we act reasonably in line with the following timeframes:</p>   |                |                                    |  |  |  |  |   |   |   |  |  |  |
|---|--|----------------|------------------------------------|--|--|--|--|---|---|---|--|--|--|
|   | <table border="1"> <thead> <tr> <th>Type of change</th> <th>Notice and when change takes place</th> </tr> </thead> <tbody> <tr> <td> <p><b>Neutral / Beneficial</b></p> <p>We reasonably think the change is <b>neutral</b> or likely to <b>benefit</b> you</p> </td> <td> <p>→ We may make these changes immediately <b>without telling you</b>.</p> </td> </tr> <tr> <td> <p><b>Detrimental</b></p> <p>We reasonably think the change may be <b>detrimental</b> to you</p> </td> <td> <p>→ We tell you at least <b>30 days</b> before making the change.</p> </td> </tr> <tr> <td> <p><b>Urgent</b></p> <p>We need to make <b>urgent</b> changes required by law, to prevent <b>fraud</b>, or for <b>security</b> or technical reasons</p> </td> <td> <p>→ We try to tell you at least <b>3 days</b> before making the change. Otherwise, we give you as much notice as we reasonably can in the circumstances.</p> </td> </tr> <tr> <td> <p><b>IP rights claim</b></p> <p>If a person makes an Intellectual Property Right <b>infringement claim</b> in relation to Software, Hardware or Services</p> </td> <td> <p>→ If needed, we may modify, limit, suspend or cancel the relevant Services, and give you <b>as much notice as we reasonably can</b> in the circumstances.</p> </td> </tr> <tr> <td> <p><b>Exit</b></p> <p>We decide, or are required, to <b>exit a Service</b> from the market (or part of the market)</p> </td> <td> <p>→ We give you <b>prior reasonable notice</b> and let you know potential impacts.</p> <p>We may either migrate you to a modified or alternative Service or cancel the Service. You agree to give us reasonable assistance for the migration.</p> </td> </tr> </tbody> </table> | Type of change | Notice and when change takes place | <p><b>Neutral / Beneficial</b></p> <p>We reasonably think the change is <b>neutral</b> or likely to <b>benefit</b> you</p> | <p>→ We may make these changes immediately <b>without telling you</b>.</p> | <p><b>Detrimental</b></p> <p>We reasonably think the change may be <b>detrimental</b> to you</p> | <p>→ We tell you at least <b>30 days</b> before making the change.</p> | <p><b>Urgent</b></p> <p>We need to make <b>urgent</b> changes required by law, to prevent <b>fraud</b>, or for <b>security</b> or technical reasons</p> | <p>→ We try to tell you at least <b>3 days</b> before making the change. Otherwise, we give you as much notice as we reasonably can in the circumstances.</p> | <p><b>IP rights claim</b></p> <p>If a person makes an Intellectual Property Right <b>infringement claim</b> in relation to Software, Hardware or Services</p> | <p>→ If needed, we may modify, limit, suspend or cancel the relevant Services, and give you <b>as much notice as we reasonably can</b> in the circumstances.</p> | <p><b>Exit</b></p> <p>We decide, or are required, to <b>exit a Service</b> from the market (or part of the market)</p> | <p>→ We give you <b>prior reasonable notice</b> and let you know potential impacts.</p> <p>We may either migrate you to a modified or alternative Service or cancel the Service. You agree to give us reasonable assistance for the migration.</p> |
| Type of change  | Notice and when change takes place   |                |                                    |  |  |  |  |   |   |   |  |  |  |
| <p><b>Neutral / Beneficial</b></p> <p>We reasonably think the change is <b>neutral</b> or likely to <b>benefit</b> you</p>                                    | <p>→ We may make these changes immediately <b>without telling you</b>.</p>   |                |                                    |  |  |  |  |   |   |   |  |  |  |
| <p><b>Detrimental</b></p> <p>We reasonably think the change may be <b>detrimental</b> to you</p>  | <p>→ We tell you at least <b>30 days</b> before making the change.</p>   |                |                                    |  |  |  |  |   |   |   |  |  |  |
| <p><b>Urgent</b></p> <p>We need to make <b>urgent</b> changes required by law, to prevent <b>fraud</b>, or for <b>security</b> or technical reasons</p>       | <p>→ We try to tell you at least <b>3 days</b> before making the change. Otherwise, we give you as much notice as we reasonably can in the circumstances.</p>  |                |                                    |  |  |  |  |   |   |   |  |  |  |
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| <p><b>Exit</b></p> <p>We decide, or are required, to <b>exit a Service</b> from the market (or part of the market)</p>  | <p>→ We give you <b>prior reasonable notice</b> and let you know potential impacts.</p> <p>We may either migrate you to a modified or alternative Service or cancel the Service. You agree to give us reasonable assistance for the migration.</p>   |                |                                    |  |  |  |  |   |   |   |  |  |  |
|   | <p>(d) If our changes to your Service or the migration to an alternative Service has more than a minor detrimental impact on you, you may cancel the changed or alternative Service. If you cancel the Service under this clause or if we cancel the Services due to an IP rights claim or exit the Service under this clause, you will not be required to pay us any Early Termination Charges or repay any fund credits that have already been used.</p>   |                |                                    |  |  |  |  |   |   |   |  |  |  |

### 5.4 Our rights to limit, suspend or cancel a Service

| <p>We may limit, suspend, or cancel the provision of a Service in some specific circumstances:</p>   |   |                        |  |  |
|--|---|------------------------|--|--|
| <table border="1"> <thead> <tr> <th>Reason for limitation, suspension or cancellation</th> <th>How much prior notice?</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table> | Reason for limitation, suspension or cancellation | How much prior notice? |  |  |
| Reason for limitation, suspension or cancellation  | How much prior notice?                            |                        |  |  |
|  |   |                        |  |  |

|  |   |   |   |
|--|---|---|---|
| <b>We may limit, suspend, or cancel Services in critical situations</b>    | (a) <b>Emergencies</b> and other critical situations including:<br>(i) An emergency occurs or we need to provide resources to emergency and other essential services.<br>(ii) Supplying the Service is likely to cause death, personal injury, or damage to property, in our reasonable opinion.<br>(iii) Supply or use of the Service is, or is likely to become, unlawful.  | → | We try to give you <b>3 days'</b> notice. Sometimes we may not be able to give you prior notice. In that case, we give as much notice as we reasonably can. |
|  | (b) If the Australian Competition and Consumer Commission ( <b>ACCC</b> ) issues, or we reasonably anticipate they may issue, a competition notice in relation to the Service.  | → | As much notice as we reasonably can.  |
| <b>If you're in breach, we may limit, suspend, or cancel your Services</b> | (c) If you do not pay us undisputed amounts within 30 days of us notifying you have failed to pay a bill by the due date.<br>① You may have to pay a reconnection charge to reconnect the Service.  | → | No prior notice after the initial <b>30 days'</b> notice  |
|  | (d) We let you know the way you are using a Service breaches our Acceptable Use Policy  | → | <b>Reasonable notice</b> after the initial notice   |
|  | (e) The way you use a Service negatively interferes with (or threatens to negatively interfere with) our network or infrastructure:<br>(i) we may immediately limit or suspend the provision of the Service; and<br>(ii) if you fail to rectify the situation within 30 days of us notifying you of it, then we can cancel the provision of the Service.<br>① You may have to pay a reconnection charge to reconnect the Service.   | → | No prior notice   |
|  | (f) You are or become a carrier or carriage service provider (as defined in the Telco Act).   | → | No prior notice   |
|  | (g) If an administrator, receiver, or scheme administrator is appointed to you, and that administrator, receiver or scheme administrator does not accept liability for the ongoing supply of services by us within 3 Business Days of our request that they do so,  | → | No prior notice   |
| <b>Preventing your mobile device from accessing our network</b>            | (h) (This applies if you enter into or renew this Agreement on or after 9 November 2023.) If an administrator, receiver, liquidator or provisional liquidator is appointed to you, or you resolve to enter into any settlement, moratorium or similar arrangement for the benefit of your creditors, or you are unable to pay your debts when they are due.<br>(i) (This applies if you enter into or renew this Agreement on or after 9 November 2023.) If you have resold, resupplied or shared a Service to or with any third party without obtaining our consent. | → | 14 days' prior notice   |
|  | (j) We may prevent your mobile device from accessing our network where we are required to do so to comply with a law.   | → | Depending on the relevant legal requirements  |

### 5.5 Consequences of expiry, termination, or cancellation

|  |   |  |  |
|--|---|--|--|
| <b>When a Service ends, you must pay outstanding amounts &amp; return equipment</b>  | If this Agreement or a Service ends for any reason (other than our breach):   |  |  |
|  | (a) you must pay us:  |  |  |
|  | (i) all outstanding invoices by the due date; and   |  |  |
|  | (ii) within 30 days of request for payment, all other amounts outstanding as at the date of, or arising as a result of, expiry, termination, or cancellation (including any Early Termination Charges which we may charge you and funds credited to you which you must reimburse us, as set out elsewhere in this Agreement); and |  |  |
|  | (b) if a Service expires or is terminated or cancelled, other Services we supply to you will continue on the terms (including price) of this Agreement;   |  |  |
| (c) if you fail after a reasonable request to return any Hardware or Software that we own to us, we may by providing you with reasonable prior notice enter the Site and remove any Hardware or Software belonging to us which is connected with that Service. If we are unable to gain access to the Site, we may recover the value of the Hardware or Software from you as a debt due to us; and |   |  |  |
| (d) all rights a party accrues before expiry, termination or cancellation continue.  |   |  |  |

### 5.6 Parts of this Agreement which continue after this Agreement ends

|  |  |
|--|--|
| <b>Some clauses continue after this Agreement ends</b> | If this Agreement ends for any reason, the following clauses continue in full force and effect: clauses 2.3 (Your Commitment to us), 4.2 (Intellectual Property), 4.3 (Confidentiality and privacy), 5.5 (Consequences of expiry, termination or cancellation), 5.6 (this clause) and 6.3 (Limitation of Liability). |
|--|--|



## 6 RIGHTS & REMEDIES

| 6.1 Fixing faults with Services                                       |  |
|---|--|
| <b>We try to repair faults to target timeframes</b>                   | <p>(a) We aim to repair faults in compliance with any Service Levels set out in the relevant Service Terms.<br/> <span style="color: blue;">①</span> Further timeframes for repairing faults may be set out in our <a href="#">Universal Service Policy</a>, in the <a href="#">Customer Service Guarantee Standard</a>.</p> <p>(b) If your equipment causes a fault in your Service, we may charge you a call-out fee and our reasonable charges for fixing the fault.</p>  |
| 6.2 We indemnify you against third party intellectual property claims |  |
| <b>We indemnify you against third party IP claims</b>                 | <p>(a) We reimburse you for any direct loss, damage, liability, costs or expenses incurred by you as a result of a claim by a third party against you that the Services or any material provided by us under this Agreement infringes the Intellectual Property Rights of the third party, subject to you allowing us to direct any defence and settlement of the claim.</p> <p>(b) This indemnity does not apply to the extent the claim arises out of any modification of any Services or materials provided by us, relates to services or materials provided by a third party in conjunction with the Services, or is caused or contributed to by you.</p>  |
| 6.3 Limitation of liability   |  |
| <b>See Service Terms for service levels</b>                           | <p>(a) If we do not meet Service Levels as a result of any interruption or delay to a Service, we accept liability to you, but limit our liability to any relevant service level credits described in the Service Terms.</p> <p>(b) If you are not eligible for a service level credit, we limit our liability to an amount equal to the charges billed for the affected Services for the period of the interruption or delay.</p>   |
| <b>We are only liable to you in limited circumstances</b>             | <p>(c) Each party accepts liability to the extent arising from its negligence, breach of contract (or in our case, nbn Activities):</p> <ul style="list-style-type: none"> <li>(i) for any personal injury or death of the other party or its Personnel resulting from the supply of the Services or the receipt of the Services;</li> <li>(ii) for any damage to the other party's real or tangible property resulting from the supply of the Services, but limits its liability to its choice of repairing or replacing the property or paying the cost of repairing or replacing it, whichever is lower; or</li> <li>(iii) unless clauses 6.3(a), 6.3(c)(i) or 6.3(c)(ii) applies, for any other cost or expense the other party reasonably incurs that is a direct result of and flows naturally from, such breach of contract, negligence (in our case, nbn Activities) (but excluding loss of profits, revenue, business opportunities, likely savings and data), a party's liability for all claims under this Agreement is limited in aggregate to the total amount payable by you to us under this Agreement during the first year of this Agreement. The limitation on liability in clause 6.3(c)(iii) does not apply: <ul style="list-style-type: none"> <li>(a) to the indemnity we provide under clause 6.2;</li> <li>(b) your liability for breach of any Intellectual Property Rights provided to you under this Agreement; and/or</li> <li>(c) your liability for the fees or charges payable to us under or in connection with this Agreement.</li> </ul> </li> </ul> |
| <b>We limit our liability in some instances</b>                       | <p>(d) Other than the matters for which a party accepts liability under clauses 6.3(a) and 6.3(c) and to the extent permitted by law, each party excludes all other warranties, rights and liability to the other party and all third parties, whether arising under law, tort (including negligence), breach of contract or otherwise. For any liability which cannot lawfully be excluded but can be limited (including as permitted under the Australian Consumer Law), our liability is limited to our choice of re-supplying, or paying the cost of re-supplying, affected services and repairing, replacing, or paying the cost of repairing or replacing, affected goods.</p> <p>(e) Notwithstanding anything else in this Agreement:</p> <ul style="list-style-type: none"> <li>(i) nothing in this Agreement excludes or limits, or has the effect of excluding or limiting, the operation of the Australian Consumer Law or any right you may have under the Australian Consumer Law;</li> <li>(ii) both parties exclude liability for any indirect or consequential loss (including loss of profits, revenue, business opportunities, likely savings and data); and</li> <li>(iii) a party's liability is reduced to the extent the loss or damage is caused or contributed by the other party, their Personnel or their Related Companies.</li> </ul>  |

**6.4 Force Majeure – events outside either party’s control**

|   |  |
|---|--|
| <b>We both must follow this process if unexpected events happen</b> | <p>(a) If a party is unable to perform or is delayed in performing an obligation under this Agreement (other than an obligation to pay money) because of a Force Majeure Event, that obligation is suspended but only so far and for so long as the party is affected by the Force Majeure Event.</p> <p>(b) If a Force Majeure Event occurs, the non-performing or delayed party must:</p> <ul style="list-style-type: none"> <li>(i) promptly give the other party notice of the event and estimate the length of non-performance or delay;</li> <li>(ii) take all reasonable steps to overcome the effects of the Force Majeure Event (but this does not require the settlement of industrial disputes or other claims on unreasonable terms); and</li> <li>(iii) resume compliance as soon as practicable after the Force Majeure Event no longer affects either party.</li> </ul> |
|---|--|

**7 DICTIONARY**

**7.1 Interpreting and working with this Agreement**

- (a) **Entire agreement:** This Agreement constitutes the entire agreement between the parties in relation to the Services, and supersedes any earlier agreement, representation, or warranties (whether oral or written) relating to the Services.
- (b) **Governing law:** The laws of the Australian State or Territory where you operate your business govern this Agreement.
- (c) **E-Signatures:** You and we both agree electronic signatures under this Agreement have the same effect as handwritten signatures.
- (d) **Invalid terms severed:** If part of this Agreement is void or unenforceable, it is removed from this Agreement, and this Agreement otherwise remains in full force and effect.
- (e) **Delay is not a waiver:** A right created by this Agreement may only be waived in writing by the waiving party. Any failure or delay in exercising a right or remedy provided by this Agreement or by law does not waive the right or remedy.
- (f) A waiver of one breach of this Agreement does not waive any other breach.
- (g) In this Agreement:
  - (i) a reference to this Agreement includes all its parts described in clause 1.1 ([About this Agreement](#)), and includes any amendment to or replacement of those parts;
  - (ii) a reference to “General Terms” in any other section of this Agreement or our other communications is a reference to these General Terms;
  - (iii) a reference to ‘a party’ includes, where relevant, each of its Related Bodies Corporate and includes the party’s executors, administrators, successors and assigns;
  - (iv) a reference to a statute, code or other law includes regulations and other instruments under it and amendments, or replacements of any of them;
  - (v) terms used that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the meaning given in that legislation, unless context makes it clear a different meaning is intended;
  - (vi) the singular includes the plural, and vice versa; and
  - (vii) “includes”, “including”, “for example”, “such as” and similar terms are not words of limitation.

**7.2 Dictionary of defined terms**

Capitalised words in this Agreement have the following meanings:

| The term                 | means   |
|--------------------------|---|
| Acceptable Use Policy    | the relevant acceptable use policy for using a Service as set out in the relevant Service Terms or Service Order.   |
| Background Material      | in relation to each party, any material which that party can establish was developed by it prior to or independently of this Agreement, but does not include material that is, or has become, Contract Material.  |
| Business Customer        | You are a business or non-profit organisation customer (including if you’re a body corporate, sole trader, partnership, trust or registered charity) using your service for the primary purpose of business use. <ul style="list-style-type: none"> <li>• Business use is a use that is not personal, domestic or household use</li> </ul>  |
| Business Day             | Any day other than: <ul style="list-style-type: none"> <li>• a Saturday, Sunday; and</li> <li>• a public holiday, special holiday, or bank holiday in the place in which any relevant act is to be or may be done.</li> </ul>   |
| Confidential Information | <ul style="list-style-type: none"> <li>• the terms of this Agreement and all information provided under this Agreement, including our technical, operational, billing, pricing, and commercial information in relation to the supply of Services.</li> </ul> It does not include information that: <ul style="list-style-type: none"> <li>• is or becomes widely available in the public domain or is rightfully received from a third person, other than through any breach of confidence;</li> <li>• is independently developed without using Confidential Information of the other party.</li> </ul> |

| The term                     | means   |
|------------------------------|---|
| Contract Material            | any material (including but not limited to documentation, software, configurations and coding) created by us or on our behalf in relation to a Service.   |
| Customer Data                | data that you provide to us in order for us to provide our products and Services under this Agreement, or that you provide to us in using those products and Services, but in all cases excluding our Service Related Data.   |
| Early Termination Charges    | the early termination charges for a Service (if any) set out or referred to in this Agreement.  |
| Facility                     | facility as defined in the Telco Act and includes any line, equipment, tower, mast, antenna, tunnel, hole, pit, or pole used in connection with a Service.  |
| Force Majeure Event          | an event beyond that party's reasonable control   |
| Hardware                     | any hardware, equipment and peripherals that is provided (sold, rented, or leased) to you as part of the Services under this Agreement.   |
| Intellectual Property Rights | all current and future registered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, domain names, database rights, know-how and Confidential Information and any other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967, excluding patents.  |
| nbn co                       | nbn co limited (ABN 86 136 533 741), as that company exists from time to time.  |
| nbn Activities               | any equipment owned, operated, or controlled by nbn co and nbn co's negligent or wilful acts or omissions in connection with the Services.  |
| Personnel                    | a person's officers, employees, agents, contractors, and sub-contractors and in our case includes Telstra Group Entities.   |
| Planned Maintenance          | Repairs and updates to services that we scheduled in advance.   |
| Professional Services        | The services and deliverables as set out in a Service Order.  |
| Related Bodies Corporate     | the meaning given under the Corporations Act 2001 (Cth), but as if each reference to a "body corporate" includes a proprietary company, a partnership, or a trust.  |
| Service                      | a service under this Agreement set out or referred to in Service Terms, or a Service Order, and includes any individual service or component which constitutes the service.   |
| Service Levels               | the service levels (if any) in respect of the Supplies set out in the relevant Service Order.   |
| Service Order                | the Telstra application form, order form or order request for a Service or to vary, reconfigure, renew, reconfigure or cancel an existing Service   |
| Service Provider             | a service provider who provides services to us in connection with the Services (which may include a Telstra Group Entity), excluding any service providers from whom a Telstra group company acquires Services as an agent.   |
| Service Related Data         | administrative and operational information about our products and Services that we provide to you, and your use of those products and Services, which is created or generated by us or our Service Providers: <ul style="list-style-type: none"> <li>for the purposes of or while provisioning, delivering, billing or supporting those products and Services (for example, service number, service details and subscriber details); and</li> <li>includes network data (including information about a call such as the A and B party numbers, time, date, duration), being system-generated or machine to machine network or signalling data that is created or generated by our network, systems or system components (or those of our Service Providers) while or in connection with delivering those products and Services, or operating or maintaining our systems or networks.</li> </ul> |
| Service Terms                | sections of the Digital Services Agreement which contain terms and conditions which apply to each specific Service.   |
| Site                         | any land, building, premises, structure, vehicle, or vessel owned, leased, or occupied by you containing a Facility or a Service, or to which a Service is supplied.  |
| Software                     | any computer program or code installed on or included with the Hardware owned by us and/ or provided as part of the Services and may include any modifications, enhancements, updates, new releases and or documentation for that software.   |
| Specified Currency           | Australian dollars or any other currency agreed in a Service Order.   |
| Subsidiary                   | of an entity has the meaning given to that term in the Corporations Act, and includes: <ul style="list-style-type: none"> <li>a partnership in which that entity has, in aggregate, a direct or indirect interest of over 50% in the partnership or which is controlled by the entity; and</li> <li>a trust in which that entity has, in aggregate, a direct or indirect interest of over 50% of the issued units of the trust.</li> </ul>  |
| Tax Deduction                | a deduction or withholding for or on account of Taxes from a payment.   |
| Taxes                        | tax, levy, duty, charge, deduction or withholding, however described, imposed by law or a government agency, together with any related interest, penalty or fine, including in respect of GST, and foreign indirect Taxes imposed in a jurisdiction other than Australia, but excluding income tax.   |
| Telco Act                    | the Telecommunications Act 1997 (Cth).  |
| Telstra Group Entities       | Telstra, a Subsidiary of Telstra, a Subsidiary of a Related Body Corporate of Telstra, a Related Body Corporate of Telstra.   |

| The term             | means   |
|----------------------|---|
| Telstra, us, we, our | Telstra Limited (ABN 64 086 174 781)                                    |
| Third Party Supplier | the manufacturer, distributor or supplier of the Hardware and Software. |