

# **Service Terms**

# Telstra Enterprise Plus Fund

## 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:
  - ① 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



You sign this when you first agree to buy products and/or services from us. It includes your key Agreement details.



Price Schedule

Outlines the prices and pricing conditions of the products and Services you buy from us.



A record of the orders you've submitted to us, including changes you've requested to your products and Services that have incurred a charge.

The following parts make up our standard form of agreement terms with our customers for the purposes of <u>Part 23 of the Telco Act</u>. We update these terms from time to time in line with our agreement with you.



The specific conditions for each product and service you buy.



General Terms

The conditions that apply to all our products and services, available at telstra.com/digitalterms.

#### 2 Fund Terms

#### 2.1 About Funds

- (a) From time to time, Telstra may make different funds available into a specific account for the Fund Purpose. These Funds (if any) are listed in the Funds Details Table below and are set out in the Price Schedule in your Agreement with us.
- (b) Funds are only available to be used for the Fund Purpose. They cannot be used for payment of any existing service or equipment charges and are not transferable or redeemable as cash.
- (c) Funds are only valid for use from the Fund Start Date until the Fund Expiry Date. After a Fund Expiry Date passes, unused Funds expire and are no longer available.
- (d) Telstra may suspend or close your Fund account at any time by notice to you if:
  - (i) you don't pay undisputed bills on time; or
  - (ii) you do not meet the required Pricing Conditions (including Minimum Commitments) in your Price Schedule; or
  - (iii) 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.
- (e) If we close your Fund account for any reason, any remaining balance is extinguished.
- (f) If your Price Schedule sets out that a Minimum Service Period applies, and this Agreement or the relevant Services are terminated during the Minimum Service Period for any reason other than for our material breach, then you must reimburse us any used Fund Amounts.
- (g) If you exceed a specified Fund Amount, (i.e. you use the entire allocated Fund Amount but purchase more items), you must reimburse Telstra. Any products or services you attempt to buy using a Fund in excess of your available Fund Amounts are chargeable in line with our standard terms and pricing.
- (h) When do Funds expire?



#### Diagram details

First bill received for Eligible Fund Service; Funds start accruing.

Funds available for use for Fund Purpose, subject to meeting all Fund Conditions
Funds expire 12 months from when they first accrued.

When you redeem your Funds, we automatically use those Fund Amounts which are expiring first.

## 2.2 Funds Details Table

On the Fund Start Date, Telstra will create the below Fund for the following Fund Amount, which your authorised personnel can draw down for the Fund Purpose before the Fund Expiry Date:

Service	Fund Amount (inc GST unless stated otherwise)	Recurrence	Fund Start Date	Fund Expiry Date	Fund Conditions
Adaptive Mobility	10% of paid amounts of Eligible Charges for each active service, calculated at the end of each calendar month.	Accrues to Fund account balance monthly	Funds accrue on and from full payment of first bill for the Service.	Funds have a rolling expiry date which is the earlier of: (a) 12 months after Fund Start Date; or (b) termination of the relevant Service.	If this Agreement or the relevant Services are terminated for any reason other than for our material breach, you must reimburse us any used Fund Amounts.

#### 2.3 Definitions

Eligible Charges means for each Eligible Fund Service:

- the Monthly Charge (ex GST) set out in the List Price that you pay for the Eligible Fund Service each month; or
- Your Price amounts (ex GST) paid for the Eligible Fund Service each month, as set out in the Price Details Table for that Eligible Fund Service (i.e. the List Price less any discounts or promotions).

**Eligible Fund Service** means a core Service eligible for Telstra Enterprise Plus Fund. Bolt-ons and extras are not Eligible Fund Services.

**Fund** means a goodwill credit which Telstra makes available to you for a set period of time for the Fund Purpose and on the Fund Conditions.

**Fund Conditions** means any conditions set out in clause 2.1 above, and additional terms and conditions that specifically apply to the relevant Funds, as set out in the Fund Details Table and elsewhere in this document.

**Fund Purpose** means using the Funds to redeem eligible products and services from Telstra. The types of eligible products and services may change from time to time. Current details are available from Telstra on request.