



Business Unit
Products and Technology

Sub-business unit
Mobility

Issue number
1

Issue date
1 February 2019

Summary

These are the terms and conditions ("**Terms of Use**") that apply to the use of the Order Express online ordering facility ("**Order Express**"). Order Express allows you to purchase select mobile services (including adding new mobile services to an existing account (SIM only and MRO), recontracting an existing service, adding VAS products (eg: data pack, international roaming, etc), or to purchase a plan with or without hardware) from a Telstra hosted application ("**Services**"). You can do this by:

- (a) placing an order for a Service through Order Express ("**Order**"); and
- (b) paying for the Service by authorising us to bill you on your existing Telstra mobile account.

You must use Order Express in accordance with these Terms of Use.

In these Terms of Use, a reference to "you" is also a reference to your employer or principal (where applicable).

Use of Order Express

1. Order Express is only available to approved customers who have entered into an agreement with Telstra for mobile services.
2. You acknowledge that you are a registered user of Order Express, and that you accept the terms of use which apply to your access and use of the telstra.com website and any services made available on that website (**General Terms of Use**). A copy of the General Terms of Use can be found at <http://www.telstra.com.au/terms-of-use/>
3. You must not appoint or allow a third party to act on your behalf in relation to Order Express, unless Telstra provides you with written consent to do so. If Telstra consents, you and the third party must comply with our notified authorisation process before we will allow the third party acting for you, to have access to Order Express.
4. By placing an Order with Telstra Corporation Limited (ABN 33 051 775 556) (us, we, our or Telstra) for Services offered on Order Express

Technical support

5. You may contact your designated Mobile Service Representative ("MSR") on business days between 9am and 5pm (EST) to resolve technical or transactional related questions with Order Express. We will attempt to resolve technical related questions as soon as reasonably practicable.

Ordering essentials

6. You agree that your submission of an Order does not guarantee that we will supply the Services to you. The provision of some Services will be subject (amongst other things) to the particular terms of that Service, your eligibility for that Service, its availability to you and you meeting any credit requirements.
7. Your Order must contain the ordering information specified in the order form on Order Express. You also warrant that the information contained in your order is accurate and complete.
8. You must retain a copy of the Order Express reference number generated following the submission of your Order, and quote that number to your MSR if asked to do so.

Changing or cancelling your Order

9. You must notify your MSR immediately if you wish to change any information provided to us in your Order. Subject to paragraph 6 above, we will endeavour to supply the Services in accordance with the updated order, where possible.

10. You may cancel your Order at any time by notification to your MSR but you agree that we can charge you any reasonable costs we incur in preparing to provide the Services to you.

Supply of the Services

11. You acknowledge and agree that the supply of the Services will be in accordance with the terms set out in the Order Express application form you submit and:
 - a. the terms and conditions set out in your agreement with us for the provision of telecommunications services (for example, a Business Services Agreement or a Corporate Services Agreement); or
 - b. if you do not have an agreement with us, the terms and conditions set out in Telstra's standard form of agreement, known as Our Customer
12. You acknowledge that there may be delays in the provision of Services to you which are ordered via Order Express.
13. The terms of any agreement between you and us relating to purchases of Telstra mobile products and services generally, will continue to apply to any purchases you make using Order Express, except as modified by these Terms of Use.

Prices

14. All prices for Services available for purchase on Order Express are subject to change without notice.
15. You acknowledge that any prices we display on Order Express at the time you place an Order are the prices that you will be charged for the Services that you order.

Payment for Services

16. If we accept your Order and agree to provide the Services to you, you acknowledge that you must pay the charges set out in the Order Express application form you submit, your agreement with us or Our Customer Terms, whichever is applicable, for the Services.

Access to your Order Express account

17. You acknowledge and agree that you are responsible for:
 - a. keeping your Order Express login credentials confidential and secure; and
 - b. access to and use of your Order Express account by any of your employees or other authorised representatives that you ask us to give access to your Order Express account.
18. We will not be responsible if you disclose your Order Express login credentials to any unauthorised persons or for the actions of any person you authorise to access your Order Express account.
19. You acknowledge and agree that any of your employees or other authorised representatives that you ask us to give access to your Order Express account will be provided with full access and usage rights to your Order Express account, unless you ask for such access and usage rights to be limited. We do

not guarantee that we will be able to apply the limitations on access and usage rights that you require. If we are not able to apply the limitations you require, we will let you know.

20. You must notify us as soon as reasonably practicable when providing or changing your details for the purposes of using Order Express.
21. Information on your online account available through Order Express may not always be completely up to date, although, in most cases should reflect the transactions and balances up to the close of business on the previous business day.

Security measures and usage authenticity

22. We will take reasonable steps to secure Order Express and the systems in our control used to access it. However, you acknowledge that the internet is sometimes unreliable and is difficult to secure, and we do not guarantee the security of Order Express or the systems (including the internet and your hardware and software) used to access Order Express, or any information that passes through such systems.
23. For security reasons we may require you to re-authenticate yourself from time to time, for example after a period of inactivity on the connection between your browser and Order Express servers.
24. You are responsible for implementing appropriate security measures within your own systems and processes (including your computer systems and processes) to ensure:
 - a. protection of any confidential information provided to us through the internet when using Order Express and your online account; and
 - b. the authenticity of any instructions provided to us on your behalf when using Order Express and your online account.
25. You must notify us as soon as you become aware of any unauthorised use of Order Express, including your username or password. If this happens, we will take reasonable steps to deactivate the username or password, and issue a new username and password within a reasonable time of being notified. Notice under this clause does not release you from any of your other responsibilities under these Terms of Use.
26. You may not assign or transfer a username or password to another person.
27. We are not responsible for any disclosure of confidential information that takes place within (or resulting from a failure of) your own systems and processes.
28. We may:

- a. suspend access by you or a user if an incorrect password is entered on 3 consecutive occasions;
 - b. require you to comply with any security guidelines (including guidelines on the selection, use, storage and protection of passwords).
29. Where you have been locked out of the system due to three password reset attempts, we may request proof of identity to validate the authenticity of your request to be allowed access to Order Express.

Intellectual Property

30. All intellectual property in and on Order Express is owned by us. These Terms of Use and your rights in relation to Order Express do not give you any rights to any of the intellectual property in Order Express or any of the information contained on it including any related documentation.
31. You may make and retain copies of the information contained on Order Express only for your own use. You may not duplicate, download, publish, modify or redistribute the information without our prior consent.
32. You must do all things reasonably necessary to protect and document our intellectual property rights in relation to Order Express.
33. You warrant that you will not copy, modify, reverse engineer, decompile or adapt the software relating to Order Express or any related manuals or documentation.

Promises you make

34. In using Order Express to place an Order, you agree that:
- a. if you are ordering on your own behalf:
 - i. the requested provision of the Services will be to an address in Australia; and
 - ii. you are an existing customer of Telstra (ie. legal lessee) or the primary or secondary authorised user of an existing Telstra customer, according to our records;
 - b. if you are ordering the Services as an employee of a company, association, partnership or other such entity (**Employer**):
 - i. your Employer is an existing customer of Telstra;
 - ii. you are the primary or secondary authorised user of the Employer, according to our records;
 - iii. you are authorised to enter into these Terms of Use on behalf of your Employer;
 - iv. you are authorised by the Employer to order the Services set out in your Order on behalf of the Employer; and
 - v. the Employer is an entity located in Australia and the provision of the Services will be to an address located within Australia; and
 - c. if you are ordering the Services as an agent, contractor or facilities manager of a company, association, partnership or other such entity (**Principal**):
 - i. your Principal is an existing customer of Telstra;
 - ii. you are an authorised representative of the Principal, according to our records;
 - iii. you are authorised to enter into these Terms of Use of use on behalf of the Principal;
 - iv. you are authorised by the Principal to order the Services set out in your Order on behalf of the Principal; and

- d. the Principal is an entity located in Australia and the provision of the Services will be to an address located within Australia.

Our liability to you

- 35. Subject to clauses 36 to 41 (inclusive), we accept liability arising from our breach of contract or negligence:
 - a. for any personal injury or death to you, your agents and contractors in relation to the supply of the Services;
 - b. for any damage to your real or tangible property resulting from the supply of the Services, but we limit our liability to our choice of repairing or replacing the property or paying the cost of repairing or replacing it; and
 - c. for any other cost or expense you reasonably incur that is a direct result of, and flows naturally from, such breach or negligence (but excludes loss of profits, likely savings and data), but we limit our liability for all such claims in aggregate to the total amount payable to us for 12 months of acquiring the relevant Services.
- 36. Other than for the liability we accept under clause 35, we exclude all other liability whether to you or a third party for breach of contract, negligence or breach of any other law. For any liability which cannot lawfully be excluded as it is under this clause 36, our liability is limited to resupplying or paying the cost of resupplying Services and repairing, replacing or paying the cost of repairing or replacing goods.
- 37. Despite anything else in clauses 35 to 41, our liability will be reduced to the extent the loss or damage is caused by you, your agents or contractors.
- 38. We will not be responsible for any loss or damage arising from circumstances outside our reasonable control.
- 39. If you are a consumer for the purposes of any consumer protection laws, then nothing in these Terms of Use is intended to exclude, restrict or modify any statutory obligations that apply to us, or our liability, if that cannot be lawfully effected.
- 40. Where liability for breach of a term implied by consumer protection laws is not capable of exclusion but is capable of limitation, we limit our liability to the full extent permitted by law to the resupply of the Services or paying the cost of resupplying Services.
- 41. These provisions relating to liability will continue unaffected by cancellation or suspension of the Services.

Your liability to us

- 42. You are liable to us for breach of contract (including these Terms of Use, Our Customer Terms and the General Terms of Use) or negligence under the principles applied by the courts. However, you are not

liable to us for any loss to the extent that it is caused by us (for example, through our negligence or breach of contract).

43. You indemnify us against any claim, loss, liability or damage, costs, charges and expenses suffered or incurred by us which arises directly or indirectly in relation to your breach of these Terms of Use, Our Customer Terms or the General Terms of Use.

44. These provisions relating to liability will continue unaffected by cancellation or suspension of the Services.

General matters

45. These Terms of Use are governed by the laws of the Australian State or Territory in which your principal place of business is located. Each party submits to the non exclusive jurisdiction of the courts of that place and the courts of appeal from them.

46. A reference to "telstra.com" in the General Terms of Use includes a reference to Order Express.

If the General Terms of Use are inconsistent with these terms and conditions, then these terms and conditions will prevail to the extent of any inconsistency.