

OUR CUSTOMER TERMS CLOUD SERVICES – PUREENGAGE CONTACT CENTRE – GENESYS POWERED

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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 THIS SECTION

- 1.1 This is the PureEngage Contact Centre - Genesys Powered service (**PureEngage Service**) section of Our Customer Terms. (Before 1st July 2018, PureEngage Contact Centre – Genesys Powered was called “Cloud Contact Centre – Genesys”.) Depending on the nature of the products and services you are receiving under this Cloud Services section, provisions in other parts of the Cloud Services section may apply.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies.
- 1.3 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.
- 1.4 See section one of the General Terms part of the Cloud Services section of Our Customer Terms at <https://www.telstra.com.au/customer-terms/business-government/cloud-services> for more details on how the various parts of the Cloud Services section of Our Customer Terms are to be read together.

2 PUREENGAGE SERVICE

What is the PureEngage Service?

- 2.1 The PureEngage Service is a cloud-based contact centre enabling voice, chat, email, web, mobile and social channels.
- 2.2 The PureEngage Service is comprised of hosted software, support and Professional Services, each of which is described more fully below.

3 ELIGIBILITY

What you need to acquire

- 3.1 The following items are not part of your PureEngage Service. You will need to acquire these items separately to be able to use your PureEngage Service:
 - (a) a Telstra IN-Control or IN-Control Call Direct service;
 - (b) one or more Telstra Inbound Services (as this is required for callers to access your PureEngage service);
 - (c) for each of your agents, supervisors and administrators, a computer that meets the minimum technical requirements (we will notify you of minimum technical requirements from time to time and provide reasonable notice of any changes to these); and

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- (d) for each of your agents and/or supervisors, a land line telephone service in Australia that can be directly dialled.

3.2 If you are using the PureEngage Service via:

- (a) a private cloud (dedicated) network, then you will require Telstra IP MAN or IP WAN and Telstra SIP Connect; or
- (b) a cloud (shared) network, then you will require access to the public internet and PSTN access.

Your Application Form or your separate agreement with us will state whether you access the PureEngage Service via a private cloud (dedicated) network or a cloud (shared) network.

3.3 The terms (including pricing) on which we provide:

- (a) Telstra Inbound Services, IN-Control and IN-Control Call Direct services are set out in the Inbound Services section of Our Customer Terms (<https://www.telstra.com.au/customer-terms/business-government/other-voice-services/inbound-services>);
- (b) Telstra IP MAN and Telstra IP WAN services are set out in the IP Solutions section of Our Customer Terms (<https://www.telstra.com.au/customer-terms/business-government/data-services/ip-solutions>); and
- (c) Telstra SIP Connect are set out in the Other Voice Services section of Our Customer Terms (<https://www.telstra.com.au/customer-terms/business-government/other-voice-services>).

What happens if your Inbound Service is transferred or cancelled?

- 3.4 If your eligible Inbound Service is transferred, cancelled, disconnected or suspended for any reason (whether temporarily or permanently), you must tell us as soon as possible and nominate an alternative eligible Inbound Service for your Services.
- 3.5 If you do not nominate an alternative eligible Inbound Service within two business days, we can immediately suspend or cancel your PureEngage Service.

Dependencies

- 3.6 You acknowledge that we do not support all devices, platforms or browsers (**Dependencies**), and it is your responsibility to acquire and maintain supported Dependencies. We can provide you with details of supported Dependencies on request. If you do not maintain supported Dependencies, you may not be able to use your PureEngage Service, or we may be limited in the support that we can provide to you, and you will still be liable for all fees and charges payable in relation to your PureEngage Service.

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4 RESTRICTIONS AND USE

- 4.1 The PureEngage Service is not available to Telstra Wholesale customers or for resale.
- 4.2 You must not provide or assist with the provision of the PureEngage Service to any other person.
- 4.3 In using your PureEngage Service, you must comply with any applicable laws, standards or codes (including, for the avoidance of doubt, in relation to the ACMA Do Not Call Register).
- 4.4 You must only use the PureEngage Service (or any part of it) for your own internal business purposes (which can include to provide call centre services to your customers). You may allow your contractors to use the PureEngage Service to provide services to you. You must not provide access to the PureEngage Service to any other person unless we agree otherwise.

5 TELEPHONE NUMBERS

- 5.1 Your PureEngage Service must not use any service other than a Telstra Inbound Service to receive incoming telephone calls. If you wish your PureEngage Service to receive calls on any other telephone number, that telephone number must be redirected to a Telstra Inbound Service, which may then connect to your PureEngage Service.
- 5.2 Telstra Inbound Services will be redirected to pilot numbers. Each pilot number can be managed separately, and may use different rules for call redirection and other services. These pilot numbers will then be redirected by your PureEngage Service where interactive voice response prompts can be played and the call is queued while routing decisions are made.
- 5.3 Your pilot numbers will be allocated a nominated home location and an area code based on the State or Territory of one nominated site address as follows:

State or Territory of Site Address	Nominated Home Location	Area Code
Northern Territory	Northern Territory	(08)
New South Wales ACT	New South Wales	(02)
Tasmania Victoria	Victoria	(03)
Queensland	Queensland	(07)
Western Australia	Western Australia	(08)
South Australia	South Australia	(08)

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- 5.4 The nominated home location and area code will be used to calculate call costs for calls made using your PureEngage Service.
- 5.5 If your site address is in the Northern Territory, New South Wales, Tasmania, Victoria, Queensland, Western Australia or South Australia and is not located in an urban area, your pilot numbers will be allocated a telephone number matched to your nearest telephone exchange. This will allow your Telstra Inbound Service to be redirected to pilot numbers at local call rates rather than long distance call rates.
- 5.6 Whether your site address is located outside of an urban area is based on the place's population. For more detail, see our Universal Service Plan or the ACMA's Customer Service Guarantee.
- 5.7 Answer point telephone numbers are used by your agents and supervisors to make and receive calls using your PureEngage Service. Each of your answer point telephone numbers must be land line telephone numbers in Australia that can be directly dialled. For Premier Edition these telephone numbers cannot be mobile or international numbers. For Business Edition agent answer points may be mobile or international endpoints. Standard call charges will apply to calls made by the PureEngage Service to your agent end points where the end point used by your agents is a mobile or international number.
- 5.8 Without limiting our other rights, we may charge you any interconnection or similar charges incurred by us as a result of the use of answer point telephone numbers not provided by us on a retail basis, together with our reasonable administration costs.
- 5.9 The pilot numbers must be used only with your PureEngage Service, and must not be used to receive calls other than through your PureEngage Service. If you:
 - (a) directly dial pilot numbers; or
 - (b) allow or encourage any person to directly dial pilot numbers, we may (at our option):
 - (c) revoke the pilot number; or
 - (d) modify your Service so that your pilot numbers cannot be directly dialled.

6 CAPACITY

- 6.1 If you expect that your PureEngage Service will receive call traffic in excess of 1000 calls per hour, you must tell us at the time of your application. At our request, you must also provide us with any information we reasonably require regarding your anticipated call traffic.
- 6.2 If you schedule an event that is likely to result in call traffic in excess of 1000 calls per hour, you must tell us at least one week before the event begins. At our request, you must also provide us with any information we reasonably require regarding your anticipated call traffic.

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- 6.3 We will try to ensure, but do not guarantee that your PureEngage Service has sufficient capacity to deal with the volume of calls agreed with you.
- 6.4 If your PureEngage Service does not have sufficient capacity to deal with the volume of your calls, we may divert your calls to a recorded voice announcement. You will not be charged for these unsuccessful call attempts.
- 6.5 You understand that any peak in calls above the agreed capacity may affect the availability and quality of your PureEngage Service and the PureEngage Service we provide to our other customers.
- 6.6 We may shed your calls at any time if we consider this action necessary to protect our networks and other services.

7 CHARGES

Service charges

- 7.1 The charges for your PureEngage Service are comprised of:
 - (a) the relevant subscription charges for your PureEngage Service package, which will include a minimum monthly commitment based on seats and/or port/minutes charged in advance, which will be charged in advance;
 - (b) charges for extra usage, which will be charged in arrears; and
 - (c) fees for Professional Services,as set out in your Application Form or in your separate agreement with us.
- 7.2 As well as the charges for your PureEngage Service, you have to pay us for the other telecommunications services we provide in connection with your PureEngage Service (such as your inbound telephony, internet, SIP or IP VPN service).
- 7.3 If you increase your subscription package for the PureEngage Service, the changes to the charges for the PureEngage Service will be effective from implementation in our billing systems. You cannot to decrease your subscription package.

Call charges

- 7.4 We do not charge you for calls made between logged in agents and supervisors using your PureEngage Service.
- 7.5 Standard call charges apply to all other calls made using the PureEngage Service.
- 7.6 The charges payable by people calling your Telstra Inbound Service are specified in other sections of Our Customer Terms.

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Equipment

- 7.7 If you want to rent or buy equipment for your PureEngage Service from us, you can ask us, and if we agree, we will set out the relevant terms in a separate agreement.

8 MINIMUM TERM, TERMINATION AND VARIATIONS

Minimum Term

- 8.1 The Minimum Term for your PureEngage Service depends on which PureEngage Service package you apply for, as set out in the table below:

Genesys Service package	Minimum Term
PureEngage Genesys (previously titled "Business Edition")	Either 24, 36, 48 or 60 months as set out in the Application Form or in your separate agreement with us.
Premier Edition	Either 12, 24, 36, 48 or 60 months as set out in the Application Form or in your separate agreement with us.

- 8.2 At the end of the Minimum Term for your PureEngage Service, we will keep providing your PureEngage Service on a month-to-month basis until either you or we cancel the PureEngage Service.

Early termination

- 8.3 You may cancel your PureEngage Service at any time by giving us 45 days' written notice.
- 8.4 If, during the Minimum Term for your PureEngage Service:
- (a) you cancel your PureEngage Service for any reason other than our material breach; or
 - (b) we cancel your PureEngage Service for your breach of this PureEngage Contact Centre - Genesys Powered section of Our Customer Terms,
- we may charge you an early termination charge equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount calculated as 70% of the total of your remaining minimum financial commitment at the date you notify us of the termination, multiplied by the number of remaining months in the Minimum Term, plus any setup charges.
- 8.5 If the PureEngage Service is cancelled:
- (a) there is no refund of pre-paid and partly-used subscription amounts; and

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- (b) if we have given you any discounts, our standard charges for the PureEngage Service disregarding discounts will be used in the calculation of the applicable early termination charges.

Expiry or termination of our supply agreements

- 8.6 If we are unable to supply your PureEngage Service due to the expiry or termination of any agreement between us and any of our suppliers, we may cancel your PureEngage Service (or any part of it) or transfer you to a reasonably comparable service without liability to you. We will give you much notice as possible in the circumstances. If we transfer you to a reasonably comparable service and this has more than a minor detrimental impact on you, you may cancel your service without having to pay any early termination charges for that service.

9 SERVICE LIMITATIONS

- 9.1 You acknowledge and agree that:
 - (a) the Internet is not secure and not subject to performance standards. Data sent across the Internet may be delayed or lost, and we cannot guarantee application response times of, or stability of connections to, your PureEngage Service;
 - (b) the PureEngage Service is accessible only through a private cloud (dedicated) network or a cloud (shared) network, and therefore it may not be continuously accessible due to reliance on the Internet; and
 - (c) you are solely responsible for any data or recordings you place in your PureEngage Service, including the quality, accuracy and completeness of that data.
- 9.2 You acknowledge that the applicable online guides contain important information relating to the use of your PureEngage Service. Failure to follow the relevant online guides may impair the Service.
- 9.3 You are solely responsible for the use (or attempted use) of your PureEngage Service by you and/or any third party whether authorised or not.
- 9.4 You must comply with our instructions regarding your use of your PureEngage Service.
- 9.5 You must keep your passwords or other identification codes for your PureEngage Service secure.

10 CONTENT

Responsibility for Content

- 10.1 You are solely responsible for all the information, announcements, materials and other content associated with your PureEngage Service (**Content**) and for arrangements with any third parties to access that Content.
- 10.2 It is your responsibility to:

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- (a) prepare and maintain the Content unless we have specifically agreed otherwise in writing;
- (b) deliver the Content to us in the format we require;
- (c) pay all costs associated with the Content;
- (d) obtain all consents and licences required for use of the Content as part of your PureEngage Service (for example, if you wish to provide music as part of your PureEngage Service you may need a licence from the Australian Performing Rights Association); and
- (e) ensure the Content is accurate, is up-to-date, is not misleading, is not defamatory, does not contain offensive language or material, does not breach any applicable laws, standards, content requirements or codes, does not infringe any third party rights, and does not and will not expose us to the risk of any claim, legal or administrative action or prosecution.

No obligation on us to review Content

- 10.3 We are not required to review or edit your Content. However, if we choose to do so, we can delete any Content that we reasonably believe is (or is likely to be) illegal, inappropriate or expose us to the risk of any claim, legal or administrative action or prosecution. We will tell you before we do this (where reasonably possible).

You must keep all Content for at least 6 months

- 10.4 You must keep all Content for at least 6 months after the last date it was used as part of your PureEngage Service and must provide us with a copy of that Content if we ask during that period.

Licence of Content

- 10.5 You grant us a licence to use, disclose and reproduce all Content and all other information you provide us for the purpose of us providing your PureEngage Service.

Content Indemnities

- 10.6 You indemnify us against (and must pay us for) any loss, damage, liability, claim and expense (including, but not limited to, all legal costs and defence and settlement costs) (**Loss**) we incur or suffer that arise naturally (that is, according to the usual course of things) in connection with:
- (a) any claim by a third party against us that any rights of, or claimed or the subject of an application by, any other person may be, or if granted may be, infringed by the Content or use of the Content except to the extent that claim is due to our negligent or wrongful act or failure to act; and
 - (b) any breach of section 10.2(e) of this PureEngage Contact Centre - Genesys Powered section of Our Customer Terms,

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except to the extent the relevant claim or breach is caused or contributed to by us. We will take reasonable steps to mitigate our Loss incurred or suffered in connection with (a) or (b) above (as applicable).

11 SUPPORT

11.1 We provide a service desk as part of the PureEngage Service. You can call the service desk or use the assurance support portal (see clause 11.8) to:

- (a) report incidents; or
- (b) make service requests.

11.2 We provide two tiers of support services as part of the PureEngage Service, either:

- (a) Proactive; or
- (b) Proactive Plus,

and details of the tier you have chosen will be set out in your Application Form or your separate agreement with us.

11.3 Our target support services are as follows:

	Proactive	Proactive Plus
Proactive Monitoring	Every Day	Every Day
Coverage Hours	Service Desk: Every Day Incident Response: Business Days	Service Desk: Every Day Incident Response: Every Day
Response Targets	Severity 1: 30 Minutes Severity 2: 60 Minutes Severity 3: 120 Minutes Severity 4: 480 Minutes	Severity 1: 15 Minutes Severity 2: 30 Minutes Severity 3: 60 Minutes Severity 4: 480 Minutes
Restoration Targets	Severity 1: 8 Hours Severity 2: 12 Hours Severity 3: 5 Business Days Severity 4: 10 Business Days	Severity 1: 4 Hours Severity 2: 6 Hours Severity 3: 3 Business Days Severity 4: 6 Business Days

11.4 The service desk does not provide support for other Telstra products or services, even if they are related to your PureEngage Service (for example, your inbound voice service, internet service or IP VPN service). If you require support in relation to other Telstra products, you should use the service desks provided for those products.

11.5 We aim to respond to and resolve service desk requests as per the table set out in section 11.3 above. We do not guarantee to respond to or resolve issues within these time frames.

11.6 If we determine that we need to change your PureEngage Service in order to fix a fault, we will not make the change until we have agreed that change with you. You acknowledge that some changes may incur additional charges, be subject to extra terms, or both.

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- 11.7 We may modify, enhance or update the PureEngage Service from time to time, provided that we must not make any modifications, enhancements or updates that would have the effect of materially prejudicing or materially reducing your use of, or the functionality of, your PureEngage Services.
- 11.8 If you use the assurance support portal to report incidents or make service requests, the portal terms and conditions set out section 19 will apply.

12 AVAILABILITY

- 12.1 We will provide your PureEngage Service in accordance with the service levels set out in this section 12.
- 12.2 In this section 12:
- (a) **Available or Availability** means the extent to which the PureEngage Service is able to process Cloud Interactions for you;
 - (b) **Cloud Interactions** means interactions including voice, chat, email, web and mobile;
 - (c) **Minimum Period Fees** means the minimum fees for the Services that you must pay to us in connection with this PureEngage Contact Centre - Genesys Powered section of Our Customer Terms, for either the Minimum Term or, if the Minimum Term has passed, the calendar month at issue (or where there are additional fees billed monthly in arrears, this will include the month following the month at issue);
 - (d) **Planned Outage** means any planned work which requires the unavailability of the PureEngage Service or key functionalities of the PureEngage Service; and
 - (e) **Unplanned Outage** means any interruption of 90 seconds or more in the Availability or key functionalities of the PureEngage Service which is not a Planned Outage.
- 12.3 The PureEngage Service must be Available to process Cloud Interactions for you 99.95% of the time measured on a monthly basis (**Availability Service Level**).
- 12.4 Calculation of Availability excludes Planned Outages (provided we notify you of each Planned Outage at least 5 Business Days prior to the Planned Outage), but includes Unplanned Outages.
- 12.5 If we fails to meet the Availability Service Level in any calendar month, you will be entitled to a Service Level Rebate as set out in the table below:

Actual Availability	Service Level Rebate (% of the aggregate Minimum Period Fees)
99.90% to 99.95%	0% Minimum Period Fees
99.50% to 99.89%	3% Minimum Period Fees
99.00% to 99.49%	5% Minimum Period Fees
<99.00% or more	10% Minimum Period Fees

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- 12.6 Variable fees (for example, fees for usage in excess of a committed amount, fees for Professional Services) are excluded from the calculation of the Service Level Rebate.
- 12.7 Our liability for Service Level Rebates is subject to the following:
- (a) You must place a written request to us for the Service Level Rebate within 15 days after the end of the applicable calendar month.
 - (b) Your request for the Service Level Rebate must contain a description of the service incident including the date and approximate beginning and ending time and such other reasonably requested facts to enable our investigation and verification of the incident.
 - (c) We are not liable for service incidents caused by services, equipment, networks and the like that we do not control, incidents caused by any carriage services (including network services) and cloud data centre services (including infrastructure or platform as a service services), your software, services, computers, facilities, power failures, or integrations of the PureEngage Services with any integration.
 - (d) Where failure to meet the Availability Service Level is, in whole or in part, due to the failure of another service provided to you by Telstra (for example, one of the services described in clause 3.3 of this Schedule), then your remedy will be as set out in the agreement governing your use of that service and we will not be required to provide Service Level Rebates under this PureEngage Contact Centre - Genesys Powered section of Our Customer Terms.
 - (e) We are also not responsible for incidents arising in connection with modifications made by you, internet connectivity, or Force Majeure events. No Service Level Rebate is owed if you are in breach of the terms of this PureEngage Contact Centre - Genesys Powered section of Our Customer Terms.
 - (f) You will be responsible and liable to us if you use any tool or ability to modify the Service in a manner otherwise than permitted by us.
 - (g) The Service Level Rebate is based solely on the Minimum Period Fees for you.
 - (h) If we fail to meet the Availability Service Level for any three or more months (consecutive or otherwise) in any calendar year, you have the right to immediately terminate PureEngage Service by written notice to us.
- 12.8 The Service Level Rebates set out our entire liability for failure to meet the Availability Service Level.

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13 ADDS, MOVES AND CHANGES

- 13.1 You have to nominate at least one person as an authorised administrator contact, and provide contact details for that person. Only your authorised administrator contact can request changes to your PureEngage Service.
- 13.2 We carry out adds, moves and changes during the hours of 8am and 5pm Australian Eastern Standard Time Monday to Friday (excluding public holidays in the State or Territory where our staff are located).
- 13.3 If you ask us to perform any adds, moves or changes additional charges may apply. We will tell you what the charges are when you ask us to carry out the work.

14 PROFESSIONAL SERVICES

- 14.1 We have on-site Professional Services available on Business Days to train you to configure, maintain, manage and operate your PureEngage Service yourself.
- 14.2 The terms (including pricing) on which we provide Professional Services are set out in the Professional Services section of Our Customer Terms (www.telstra.com.au/customer-terms/business-government/other-services/professional-services).
- 14.3 Travel costs are included in the charges for Professional Services if the relevant travel is within 50kms of the CBD of Sydney, Melbourne or Brisbane. In all other cases, we will charge you for travel and other reasonable expenses and we will provide you with a quotation. Details of any travel charges will be set out in your Application Form or in your separate agreement with us.
- 14.4 You must work with our Professional Services team to determine any start-up and training requirements for your PureEngage Service.
- 14.5 Start-up and training Professional Services time may be allocated amongst the following Professional Services:
 - (a) administration consulting and configuration;
 - (b) user training; and
 - (c) training the trainer.
- 14.6 We will give you a quotation for start-up and training Professional Services.

Additional Professional Services

- 14.7 Additional on-site Professional Services and remote Professional Services we can provide include:
 - (a) project management;
 - (b) design;

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- (c) consulting;
 - (d) training;
 - (e) documentation advice and production; and
 - (f) ongoing management of your PureEngage Service.
- 14.8 We will give you a quotation if you request additional Professional Services.
- 14.9 The Professional Services will be set out in your Application Form or your separate agreement with us.

15 LICENCE TERMS

- 15.1 We grant you a non-exclusive, non-transferable right to use the PureEngage Service as provided by us and only for your internal business purposes.
- 15.2 Your licence terminates immediately if your Service is cancelled for any reason.

16 YOUR RESPONSIBILITIES

General

- 16.1 In order to provide the PureEngage Service to you (including any Professional Services), we may need input or assistance from you.
- 16.2 You understand that the PureEngage Service may be unsuitable, may have errors and/or may be delayed if you do not give us the assistance we ask for.
- 16.3 We may charge you an additional fee for any delay or additional work we are required to perform because you have not give us the assistance we needed, or if you gave us inaccurate or incomplete information.
- 16.4 You:
- (a) must maintain any reasonable and appropriate administrative, physical, and technical security regarding its account ID, password, antivirus and firewall protections, and connectivity with the Services;
 - (b) must maintain strict security over all VoIP Services lines.
 - (c) acknowledge that the PureEngage Service does not provide you with the ability to reach 000 or other emergency services and you agree to inform any individuals who may be present where the Services are used, or who use the PureEngage Service, of the non-availability of 000 dialling;
 - (d) acknowledge that you aware of and understand the Security Features associated with the PureEngage Service will use such Security Features in all instances when Sensitive Information may be captured and used;
 - (e) accept sole responsibility for the method and manner of performing Recordings, such that it is compliant with all applicable laws;

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- (f) will undertake Recordings only for diagnostic, quality assurance, archival, and/or support purposes, and in any event only for purposes required and in compliance with, all applicable laws;
 - (g) must ensure that:
 - (i) Recordings do not knowingly include any bank account number, credit card number, authentication code, Social Security number, or other personal or Sensitive Information, except as allowed or required by all applicable laws; or
 - (ii) Recordings are encrypted at all times. To the extent Recordings are encrypted or where encryption is electable by you as part of the PureEngage Service, you must elect to implement such encryption. You must not modify, disable, or circumvent the Recording encryption feature within the Services and must otherwise ensure that it will use the Services in compliance with the encryption feature;
 - (h) must implement the necessary controls to ensure that you do not use the PureEngage Service for any of the following:
 - (i) to store, process, or transmit material (including Your Data) that is tortious or in violation of any applicable laws ;
 - (ii) to transmit malicious code;
 - (iii) to transmit 000 or any emergency services (or reconfigure to support or provide such use);
 - (iv) to interfere with, unreasonably burden, or disrupt the integrity or performance of the PureEngage Service or third-party data contained therein;
 - (v) to attempt to gain unauthorized access to systems or networks; or
 - (vi) to provide the PureEngage Service to non-user third parties, including, by resale, license, loan or lease; and
 - (vii) must use commercially reasonable efforts to prevent and/or block any use prohibited under this PureEngage Contact Centre - Genesys Powered section of Our Customer Terms by your personnel or users.
- 16.5 You must not, and must ensure that your employees, contractors or agents do not, attempt to gain unauthorised access to the PureEngage Service, accounts, computer systems or networks connected to the PureEngage Service, through hacking, password mining or by any other means.
- 16.6 You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the PureEngage Service.

Suspension

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- 16.7 We may suspend or cancel your PureEngage Service if you breach, or we suspect that you may have breached, the terms of this PureEngage Contact Centre - Genesys Powered section of Our Customer Terms. During suspension, all fees remain payable. We may impose a Re-start Fee if a suspension of your PureEngage Service is wholly required because of your breach of this this PureEngage Contact Centre - Genesys Powered section of Our Customer Terms.
- 16.8 We may deactivate and block your access to the PureEngage Service and retain Your Data (as required) if either you or we are:
- (a) served with any court order, judgment, decree, determination or otherwise by any Competent Body that the Customer Data is illegal, offensive, objectionable or in breach of a third party's rights; or
 - (b) directed to do so by a Competent Body.

Assistance

- 16.9 You must:
- (a) ensure that all the information you give us is accurate and complete;
 - (b) give us all assistance that we reasonably request or that is otherwise necessary to perform equipment testing, Professional Services or the PureEngage Service generally (including by making staff available to answer questions);
 - (c) perform your own user acceptance end-to-end testing of the solution if we tell you to;
 - (d) give us access to your network and premises on reasonable notice; and
 - (e) provide us with a safe working environment.

Keeping your contact details up to date

- 16.10 From time-to-time we will need to get in contact with you regarding your PureEngage Service, so it's important that you keep your organisation's details up-to-date.
- 16.11 To use the PureEngage Service, you also need to ensure that your authorised administrator contact details are correct and kept up-to-date.
- 16.12 You can update your contact details via the managed service desk.

Your Data

- 16.13 Where you provide us any information or data of any kind in connection with the PureEngage Service, you acknowledge and agree that we may use, copy, modify and transmit that data as necessary to provide the PureEngage Service to you, including by providing it to third party service providers (to whom we may grant the same rights as you grant us). You warrant that you have the right to give us any information or data provided in connection with your PureEngage Service.

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16.14 PureEngage data is stored and processed in Australia.

17 OWNERSHIP

- 17.1 You understand that we (or our licensors) own all rights (including intellectual property rights) in or related to the PureEngage Service.
- 17.2 You must not take any action that jeopardises our (or our licensors') rights in or related to the PureEngage Service.
- 17.3 We (or our licensors) will own all rights in any copy, translation, modification, adaptation or derivation of the PureEngage Service, including any improvement or development of the PureEngage Service.
- 17.4 You must promptly do anything that we reasonably ask from time to time (such as obtaining consents and signing documents) to assign these rights to us or our licensors or perfect these rights in our (or our licensors') name.
- 17.5 You are not entitled to receive a copy of or own any part of the solution design of your PureEngage Service, dialogue call flows associated with your PureEngage Service and/or the source code of any software associated with your PureEngage Service.

18 COMPLIANCE

- 18.1 You can ask us to comply with particular standards when we provide the PureEngage Service.
- 18.2 If we agree to comply with standards in the provision of your PureEngage Service, we will provide the standards as an additional Professional Services engagement at additional cost and subject to additional terms, as described in section 14 (Professional Services) above.

19 ASSURANCE SUPPORT PORTAL

- 19.1 On and from the date that you take up the PureEngage Service, we will provide you access to an online web portal (**Portal**).
- 19.2 The PureEngage allows you to place service requests, log incidents, place purchase orders and other features that we will add (and advise you) from time to time for selected services that we advise you can be used with the Portal (**Eligible Services**) contracted under your customer agreement with us (**Agreement**) from a Telstra hosted application.

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Use of the Portal

- 19.3 You must not appoint or allow a third party without our express written permission to act on your behalf in relation to the Portal.
- 19.4 You may only appoint a person within your organisation to access the portal on your behalf (**User**).

Access by a User

- 19.5 A User may access your online account in every way available to you. A User may access and operate your online account in one or more of the following ways:
- (a) placing orders for Eligible Services via the web interface on your behalf for any of your employees by sending orders directly through to us;
 - (b) placing orders on your account and saving orders as a quote;
 - (c) accessing and editing information about orders made by the User;
 - (d) placing service requests in relation to the Eligible Services;
 - (e) log faults and incidents in relation to the Eligible Services;
 - (f) view service information and knowledge articles in relation to the Eligible Services; and
 - (g) accessing any other feature that we advise you of and add to the Portal from time to time.
- 19.6 You are responsible for ensuring that the person accessing your online account as a User is authorised to do so in the manner authorised by you. You acknowledge and agree that:
- (a) any person accessing your online account as a User is authorised by you to do so;
 - (b) any action, instruction, representation, or information made or given by a person accessing your online account as a User is an action, instruction, representation or information made or given by you; and
 - (c) you are liable to pay for all orders placed using your account except if such requests or orders are placed as a result of our negligence or error.
- 19.7 A person accesses your online account as a User if that person does so using a User username and password. You acknowledge that we cannot verify whether access by a person quoting a User username and password is access by a person authorised by you to do so.

OUR CUSTOMER TERMS CLOUD SERVICES – PUREENGAGE CONTACT CENTRE – GENESYS POWERED

Orders and Confirmation

- 19.8 You are responsible for the accuracy and completeness of order details (including delivery) provided to us. We will not be responsible or liable for any incorrect orders placed by you, or a User using the Portal.
- 19.9 You acknowledge that any prices we display on the Portal together with the charges for Eligible Services set out in your Agreement with us at the time you place an order are the prices that you will be charged for the Eligible Services that you order.
- 19.10 You agree that by submitting an order, we do not guarantee that we will supply the products or services to you. The provision of some products or services will be subject (amongst other things) to its availability.
- 19.11 You acknowledge that there may be delays in the provision of Eligible Services) to you which are ordered via the Portal.
- 19.12 You must keep a copy of the Telstra Reference Number generated by submitting your order and you must quote the Telstra Reference Number to us if we ask you to do so.
- 19.13 You must notify us immediately if you wish to change any information provided to us in your order. Subject to section 19.10 above, we will endeavour to supply the Eligible Services ordered by you in accordance with the updated order, where possible.
- 19.14 You may cancel your order at any time by notification to us, however we may charge you the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation..

Your Details and Online Account

- 19.15 You must notify us as soon as reasonably practicable when providing or changing your details for the purposes of using the Portal.
- 19.16 Information on your online account available through the Portal 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.

Terms of purchases unaffected

- 19.17 The terms of any agreement between you and us relating to purchases of Eligible Services generally, will continue to apply to any purchases you make using the Portal, except as modified by the terms of this section 19.

20 DEFINITIONS

- 20.1 In this PureEngage Contact Centre – Genesys Powered of Our Customer Terms unless otherwise indicated:

Agent means your service representatives that provide assistance by way of the PureEngage Service.

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Business Day means a day between the hours of 8am and 5pm that is not a Saturday, Sunday or public holiday being a day on which banks are open for general banking business in the State or Territory where our staff are located.

Competent Body means any court, government, semi-government authority, administrative or judicial body with the relevant jurisdiction.

Every Day means 24 hours a day, 7 days a week, 365 days per year.

Minimum Term means the minimum term for your PureEngage Service as described in section 8.1 and set out in your Application Form or separate agreement with us.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, or about the affairs or personal particulars of any person, and which is received or learnt by us from any source as a consequence of or in the performance of its rights and obligations under this PureEngage Contact Centre - Genesys Powered section of Our Customer Terms.

Recording means the recorded inbound or outbound VOIP transmission, performed you, via the PureEngage Service.

Re-start Fees are:

For Premier Edition – \$1,250 for first occurrence, doubled for subsequent occurrences during a 15 month rolling window.

For PureEngage (previously titled "Business Edition") – \$6,500 for first occurrence, doubled for subsequent occurrences during a 15 month rolling window.

Security Features means the features and functionality associated with the PureEngage Service used to help secure transmitted data. Security Features may include secure SIP/RTP, voice connection encryption, private variables, log masking, or other similar features as described in the applicable user guide.

Sensitive Information means all your data of any kind that we may access, store or handle in the course of providing the PureEngage Service that consists of sensitive or Confidential Information used in connection or transmitted by the PureEngage Service including but not limited to personal health information, Personal Information and Card Data.

Service Start Date means the date you take up the PureEngage Service.

Severity 1 means severe degradation of business critical applications such as inbound routing and outbound dialler functionality, email, and web chat. There is critical impact to the operation of your PureEngage Service.

Severity 2 means your PureEngage Service is operational. Defect affects more than 50% of your Agents for the following applications: agent desktop,

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workforce management, reporting, softphones, multimedia and email. Includes intermittent disruption to inbound routing and outbound dialler functionality.

Severity 3 means an Incident that affects less than 10% of users (any Agent or end user of the PureEngage Service)

Severity 4 means an Incident that is not a Severity 1, 2 or 3 incident.

Your Data means all your data of any kind that we may access, store or handle in the course of providing the PureEngage Service.

Universal Service Plan means a plan that sets out the equipment, goods or services that Telstra will supply in fulfilment of the Universal Service Obligation throughout Australia