

# OUR CUSTOMER TERMS TELSTRA MOBILE IDENTITY

## Contents

<b>1</b>	<b>About the Telesign service</b>	<b>2</b>
<b>2</b>	<b>Telesign service</b>	<b>2</b>
<b>3</b>	<b>Licence Terms</b>	<b>3</b>
<b>4</b>	<b>Restrictions</b>	<b>4</b>
<b>5</b>	<b>Adds, moves and changes</b>	<b>4</b>
<b>6</b>	<b>Your responsibilities</b>	<b>4</b>
<b>7</b>	<b>Charges</b>	<b>8</b>
<b>8</b>	<b>Support</b>	<b>9</b>
<b>9</b>	<b>Professional Service</b>	<b>11</b>
<b>10</b>	<b>Compliance</b>	<b>12</b>
<b>11</b>	<b>Minimum Term and termination</b>	<b>12</b>
<b>12</b>	<b>Ownership</b>	<b>13</b>
<b>13</b>	<b>Special meanings</b>	<b>13</b>

Certain words are used with the specific meanings set in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>

## **1 ABOUT THE TELSTRA MOBILE IDENTITY SERVICE**

- 1.1 This is the Telstra Mobile Identity service section of Our Customer Terms.
- 1.2 Unless you have entered into an agreement with us that excludes them, the General Terms of Our Customer Terms apply to the Service supplied under this section of Our Customer Terms. 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.
- 1.3 To the extent of any inconsistency between this section and the other sections of Our Customer Terms, this section prevails.

## **2 TELSTRA MOBILE IDENTITY SERVICE**

### **What is the Telstra Mobile Identity service?**

- 2.1 The Telstra Mobile Identity service (**Service**) gives you access to a range of functionality to address account security, authentication, registration, access and usage and recovery functions for application in mobile and web based applications.

### **Service options**

- 2.2 You can choose from the following Service options:
  - (a) TeleSign Verify SMS & Voice, which provides you the ability to verify a user in real time by sending a one-time verification code via SMS or voice call to the user's phone;
  - (b) TeleSign Push Verify, which comprises a dual-mode mobile authentication app that uses both soft tokens and push notifications for securing logins and online transactions; and
  - (c) TeleSign PhoneID, which comprises your choice of one or more of the following:
    - (i) PhoneID Standard, which is a data product that is used to identify high-risk transactions, or simply to identify which phones can receive an SMS. PhoneID Standard comprises the following features:
      - (A) identify phone type (e.g. Mobile, landline, non-fixed VoIP, invalid, prepaid, pager, toll-free and restricted – this information varies between carriers);
      - (B) deliver geographical information: (e.g. city, county, state, country, latitude, longitude and time zone– this information varies between carriers); and
      - (C) provide the original provisioning telecom carrier information: (e.g. AT&T Wireless, Boost Mobile, O2, etc. –

this information varies between carriers); and

- (ii) TeleSign Score, which provides the features of PhoneID Standard and which can also provide a score (i.e. 0-1,000), risk level (i.e. high, med-high, medium, medium-low, and low), and recommendation (i.e. block, flag, allow) associated with that mobile identity.
- (d) App Verify, which is a software development kit (SDK) that provides the ability to integrate a user device and telephone number verification process into a mobile application without embedding the authentication credentials within the application.

Note: For the most up to date specifications refer to <https://developer.telesign.com> (as updated from time to time)

- (e) Messaging API, which is an API that enables you to build communications and account security SMS messaging into web and mobile applications to provide timely, personalised information through SMS-based alerts, reminders, notifications, invites, one-time-passcodes (OTPs) and other automated messages.

Note: For the most up to date specifications refer to <https://developer.telesign.com> (as updated from time to time)

## **Eligibility**

2.3 To use the Service, you need to:

- (a) have compatible devices with a supported operating system and supported internet browser with an internet connection capable of receiving the Service;
- (b) have a compatible carriage service; and
- (c) access the TeleSign APIs as described at docs.telesign.com.

2.4 You acknowledge that we do not support all mobile platforms or all browsers, and it is your responsibility to acquire and maintain supported platforms and browsers. We can provide you with details of supported platforms and browsers on request. If you do not maintain supported browsers and platforms, you may not be able to use the 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 in relation to your Service.

2.5 The Service is not available to Telstra Wholesale customers or for resale.

2.6 You must not provide or assist with the provision of the Service to any other person.

## **3 LICENCE TERMS**

3.1 We grant you a non-exclusive, non-transferable right to use the Service as provided by us and only for your internal business purposes.

3.2 If any separate agreement between us for the Service is inconsistent to the terms of this section of Our Customer Terms, that separate agreement applies to the

extent of the inconsistency.

- 3.3 Your licence terminates immediately if your Service is cancelled for any reason.

### **User licences**

- 3.4 You must ensure that only your employees use the Service. You are not permitted to share the Service outside of your organisation (your organisation is limited to the legal entity that has completed an application form for this Service).

## **4 RESTRICTIONS**

### **Acceptable use restrictions**

- 4.1 You must not, and must ensure that your employees, contractors or agents do not, attempt to gain unauthorised access to the Service, accounts, computer systems or networks connected to the Service, through hacking, password mining or by any other means.
- 4.2 You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service.
- 4.3 We may suspend or cancel your Service if you breach these acceptable use restrictions.
- 4.4 You may not cache, or permit the caching of results from the Service (even if not for the purpose of reuse).
- 4.5 You may not use the Service, in part or in whole, in conjunction with any data mining, or to create or store electronic or hard copy form, any library or archive of information, including without limitation, phone numbers.
- 4.6 You may not alter, modify, revise or adapt the Service, in part or in whole, create any derivative works from the Service or any portion thereof or reverse engineer, disassemble or decompile the Service or any data or software contained therein and will not use the Service to construct products or Service that may compete with the Service.

## **5 ADDS, MOVES AND CHANGES**

- 5.1 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 the Service.
- 5.2 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).
- 5.3 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.

## **6 YOUR RESPONSIBILITIES**

### **Responsibility for content**

- 6.1 You are solely responsible for all the information, announcements and other content associated with your Service and for arrangements with any third parties to access that content.
- 6.2 It is your responsibility to:
- (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 Service (for example, if you wish to provide music as part of your 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**

- 6.3 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).

#### **Approval of content sent using the Messaging API**

- 6.4 If you choose to receive the Messaging API as part of your Service, the following additional terms apply to all content sent by you using the Messaging API:
- (a) The general form and subject matter of all messaging content proposed to be sent using the Messaging API must first be approved by us to ensure compliance with applicable laws in the jurisdiction where the messaging content is to be sent and received.
  - (b) In order to obtain our approval, you must provide us with a message template for review. We will provide you with any feedback on the message template within approximately 7 Business Days after receipt. You must then implement our feedback to our reasonable satisfaction, following which we will provide you with approval for the relevant message template.
  - (c) Unless otherwise agreed, you are responsible for any additional costs or expenses incurred by you in order to comply with this clause.
  - (d) Once a message template is approved in accordance with this clause, you may send messages that comply with the approved form and subject matter of that message template without seeking further approval prior to sending each individual message.

- (e) While we take reasonable care to assist you in complying with applicable local laws via the content approval process outlined in this clause, you acknowledge and agree that you remain fully responsible and liable in accordance with this clause 6.4 for your content sent and received using the Messaging API.

### **You must keep all content for at least 6 months**

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

### **Licence of Content**

- 6.6 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 Service.

### **Content Indemnities**

- 6.7 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) we incur or suffer directly or indirectly in connection with:
  - (a) any claim alleging that any rights of a third party 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 clause 6.2(e).

### **General**

- 6.8 In order to provide the Service, we may need input or assistance from you.
- 6.9 You understand that the Service may be unsuitable, may have errors and/or may be delayed, including in the event you do not provide us with the assistance we ask for.
- 6.10 We may charge you an additional fee for any delay or additional work we are required to perform because you have not provided us with the assistance we required, or if you provided us with inaccurate or incomplete information.
- 6.11 You are solely responsible for the use (or attempted use) of your Service, and any inference drawn from your use (or attempted use) of your Service, by you and/or any third party whether authorised or not.
- 6.12 You must comply with our reasonable and lawful instructions regarding your use of your Service.
- 6.13 You must keep your passwords or other identification codes for your Service secure.
- 6.14 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 Service;

- (b) must implement the necessary controls to ensure that you do not use the Service for any of the following:
  - (i) to store, process, or transmit material that is tortious or in violation of any applicable laws;
  - (ii) to transmit malicious code;
  - (iii) to interfere with, unreasonably burden, or disrupt the integrity or performance of hardware, software, the Service or third-party data contained therein;
  - (iv) to attempt to gain unauthorized access to systems or networks;
  - (v) to provide the Service to non-user third parties, including, by resale, license, loan or lease; and
- (c) must use commercially reasonable efforts to prevent and/or block any use prohibited under this Agreement by your personnel or users; and
- (d) warrant that you will not use, permit or facilitate the use of the Service:
  - (i) to transmit marketing or advertising messages without prior written consent from Telstra, or to transmit Inappropriate Content;
  - (ii) without Telstra's express approval, in relation to the business or affairs of any person other than you;
  - (iii) to infringe the intellectual property rights of any person;
  - (iv) to breach any law, standards, content requirements or applicable codes of conduct;
  - (v) to publish or disseminate any material that is illegal, defamatory, pornographic, depicts acts of violence, sexual acts or which may perpetuate hatred against any person or group or have the likely effect of causing offence or harm;
  - (vi) to menace or harass any person;
  - (vii) to publish or disseminate any material that contains any instructions which if implemented might cause damage or injury to any person or property; or
  - (viii) in a manner which will expose Telstra to the risk of any claim, legal or administrative action.

## **Assistance**

6.15 You must:

- (a) provide us all the information we request that is relevant to the Service including user data;
- (b) ensure that all the information you provide us is accurate and complete;
- (c) provide us with all assistance that we reasonably request or that is

otherwise necessary to perform equipment testing, Professional Services or the Service generally (including by making staff available to answer questions);

- (d) perform your own user acceptance end-to-end testing of the solution if we tell you;
- (e) provide us with access to your network and premises on reasonable notice; and
- (f) provide us with a safe working environment.

### **Keeping your contact details up to date**

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

### **Your data**

- 6.19 Where you provide us any information or data of any kind as part of the Service, you acknowledge and agree that we may use, copy, modify and transmit that data as necessary to perform the Service (or to maintain or improve the Service), including by providing it to third party service providers (and we can grant them 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 the Service.

## **7 CHARGES**

### **Service charges**

- 7.1 All prices for your Services will be set out in your application form, Statement of Work or separate agreement with us.
- 7.2 The charges for your Service may be comprised of one or more of:
  - (a) a one-off onboarding setup charge;
  - (b) fees per user;
  - (c) fees per transaction;
  - (d) subscription based fees (minimum committed volume)
  - (e) fees per activation; and
  - (f) fees for any Professional Services,in each case as set out in your application form, Statement of Work or separate agreement with us.



### **Invoicing intervals**

- 7.3 We will invoice you for the one-off setup charge following activation of the Service.
- 7.4 We will invoice you for the fees per user, per activation and per transaction (whichever is applicable, and including for any overseas telephone number verifications), monthly in arrears.
- 7.5 We will invoice you for minimum committed SMS volume fees monthly in arrears.
- 7.6 We will invoice you for the Professional Services as agreed in the applicable statement of work or additional contract.
- 7.7 We bill the charges against the FNN (Full National Number) linked to your Service. If you do not have an FNN when the Service starts, we will provide you with one.

### **Minimum volumes and overseas rates**

- 7.8 Where you agree to subscription based fees with a monthly minimum committed volume in a monthly period, you will be charged for that minimum volume if it is equal to or less than your use in that month. If you exceed the minimum committed volume in a month, but remain within the volume contemplated by the relevant tier, you will be charged for your use in that month based on the pricing for that tier. If your usage exceeds the volume in the selected tier, we will charge you based on the higher tier that your actual usage falls into.
- 7.9 Where your usage of the Service involves verification of a user's identity associated with a telephone number from countries other than Australia, provided our third party provider supports the relevant country, we will provide the Service in connection with the telephone number. The verification of identities using overseas numbers does not count towards your minimum commitment, and the charges are set out in section 7 of this Telstra Mobile Identity section of Our Customer Terms or your separate agreement with us (if any).

### **Additional services charges**

- 7.10 If we agree, you can pay the charges for the additional services component of your Service in instalments. The amount of the charges of each milestone, and the dates for payment, are set out in your Statement of Work or separate agreement with us.

## **8 SUPPORT**

- 8.1 We provide a managed service desk as part of the Service. You can contact the service desk to:
  - (a) report incidents; or
  - (b) make service requests.
- 8.2 The service desk operates during the hours of 9am and 5pm Australian Eastern Standard Time, Monday to Friday (excluding public holidays in the State or Territory where our staff are located). The service desk may be contacted at the telephone number or email address provided by us for that purpose.

8.3 Our target response times are as follows:

Severity level	Method to contact us	Target response time	Target subsequent updates
Severity 3 incident	Email	1 Business Day	-
Severity 2 incident	Telephone or email	60 minutes (during a Business Day)	Every 4 hours during a Business Day
Severity 1 incident	Telephone or email	30 minutes (during a Business Day)	Every 2 hours during a Business Day

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

8.5 We aim to respond to service desk requests as per the table at clause 8.3. We do not guarantee to respond to or resolve issues within these time frames.

8.6 If we determine that we need to change the 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.

8.7 We may, acting reasonably, reclassify the severity of an incident.

8.8 We may modify, enhance or update the 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, the Service.

8.9 We are not obliged to offer support services in relation to incidents caused by your act or omission, including your failure to follow our reasonable direction.

8.10 For each support incident, you are required to provide us with all necessary information to facilitate timely problem resolution via phone or email. If any information is incomplete, resolution of the support incident may be delayed until you provide the necessary information to facilitate timely problem resolution.

### **API Availability**

8.11 We aim to achieve API Availability of 99.99% but do not guarantee API Availability.

8.12 'API Availability' means the measurement expressed as a percentage calculated by the following formula:

$$(\text{Monthly Minutes} - \text{Downtime}) * 100 / (\text{Monthly Minutes})$$

where:

'Downtime' means the total minutes in a month during which the aspects of the Services specified in the purchase order are unavailable, excluding maintenance under clauses 8.13 and 8.14.

'Monthly Minutes' is the number of total minutes in a calendar month.

## **Maintenance**

- 8.13 We aim (but do not guarantee) to provide you with notice of all planned maintenance activities that could result in service interruptions as described below.

<b>Maintenance type</b>	<b>Notification goal</b>
Emergency maintenance	As much notice as possible
Planned maintenance	2 weeks notification
Product/feature release	2 weeks notification.

- 8.14 If it is necessary for us or our provider to perform unscheduled maintenance which may result in or as a result of Service outage, we shall immediately provide notification and regular updates to you.

## **9 PROFESSIONAL SERVICES**

- 9.1 Professional Services, including start-up and training Professional Services, will be provided remotely (unless otherwise agreed). We may agree to on-site professional services in extenuating circumstances. If you require on-site Professional Services, we will give you a quotation for any travel charges as well as any other reasonable expenses we may incur in providing this service.

### **Start-up and training Professional Services**

- 9.2 You must work with our Professional Services team to determine any start-up and training requirements for your Service that may be required.
- 9.3 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) train the trainer
- 9.4 We will give you a quotation for start-up and training Professional Services.

### **Additional Professional Services**

- 9.5 Additional Professional Services we can provide include:
- (a) project management;

- (b) design;
- (c) consulting;
- (d) training;
- (e) documentation advice and production; and
- (f) ongoing management of your Service.

9.6 We will give you a quotation if you request additional Professional Services.

## **10 COMPLIANCE**

10.1 You can ask us to comply with particular standards when we provide the Service.

10.2 If we agree to comply with standards in the provision of your Service, we will provide the standards as an additional Professional Services engagement at additional cost and subject to additional terms, as described in clause 9 (Professional Services) above.

## **11 MINIMUM TERM AND TERMINATION**

### **Minimum Term**

11.1 You have to take the Service for a minimum term of twenty four (24) calendar months (**Minimum Term**) unless we agree otherwise. At the end of the Minimum Term, you have the option of renewing your Service for a further twenty four months unless we agree otherwise or until either you or we terminate the Service.

### **Termination**

11.2 We may suspend or cancel your Service if you breach, or we reasonably suspect that you have breached, these terms. During suspension, all fees remain payable. We may impose a restart fee if a suspension of the Service was required because of your breach of these terms.

11.3 We reserve the right to temporarily suspend or discontinue the Service, with advance notice if reasonably practicable, at any time if required, or if we or our third party suppliers reasonably believe that such action is required, to avoid an imminent material threat of harm to us, our affiliates, clients, users, or any third party.

11.4 If we suspend or cancel your Service under clause 11.2, you must pay our reasonable costs of disconnection within 14 days of receipt of an invoice from us for those costs.

11.5 We may deactivate and block your access to the 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 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.

## Early termination

- 11.6 We may cancel the Service at any time by giving 10 Business Days' notice to you, if our third party service provider terminates our agreement with them, or if we otherwise cease to have sufficient right supply the Service.
- 11.7 You may cancel your Service at any time by giving 30 days' written notice. Where you have a monthly subscription service, this notice will be deemed to expire on the last day of the monthly period which is on or after that 30 day period.

## 12 OWNERSHIP

- 12.1 You understand that we (or our licensors) own all rights (including intellectual property rights) in or related to the Service.
- 12.2 You must not take any action that jeopardises our (or our licensors') rights in or related to the Service.
- 12.3 We (or our licensors) will own all rights in any copy, translation, modification, adaptation or derivation of the Service, including any improvement or development of the Service.
- 12.4 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.
- 12.5 You are not entitled to receive a copy of or own any part of the solution design of your Service, dialogue call flows associated with your Service and/or the source code of any software associated with your Service.
- 12.6 Except with our prior written agreement in each instance, you must not and must ensure that your contractors do not use our trade marks or branding elements or otherwise expressly or by implication represent that we approve of, endorse, sponsor or are affiliated with you or the Service or any other of your products or services.

## 13 SPECIAL MEANINGS

- 13.1 The following words have the following special meanings in this section of Our Customer Terms (unless otherwise stated):

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Melbourne, Australia;

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

**FNN** means Full National Number;

**Inappropriate Content** means any content which:

- (a) is unsolicited, including without limitation, unauthorised 'bulk' or 'spam' messages;
- (b) contains or introduces 'viruses', 'worms', Trojan horses', 'email bombs', 'cancel bots' or other similar computer programming routines;

- (c) is in any way unlawful;
- (d) infringes the intellectual property or privacy or other rights of any person, including without limitation the intellectual property rights of our third party supplier; or
- (e) executes, initiates or causes 'phishing' or social engineering activities.

**Severity 1 Incident** means a critical service issue. For example, the Service is down for all users, the majority of voice calls or SMS messages are not being received by end users or the majority of messages subject are to non-standard delays.

**Severity 2 Incident** means a medium service issues. For example, one or more services appear to be impacted or degraded, multiple users reporting severe slowness or degradation of service, or voice call or SMS messages being delayed to certain countries or regions at a non-standard level.

**Severity 3 Incident** means a low service issue. For example, a single user experience requiring investigation, functional questions, and general product enquiries. No business impact.

**Statement of Work** means any statement of work executed by you and us in relation to the Services.