



# OUR CUSTOMER TERMS CLOUD SERVICES – TELSTRA APPS MARKETPLACE

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# OUR CUSTOMER TERMS

## CLOUD SERVICES– TELSTRA APPS

### MARKETPLACE

Certain words are used with the specific meanings set out below or in the General Terms section of Our Customer Terms.

#### 1 APPLICABLE TERMS

1.1 In addition to this Telstra Apps Marketplace services section of Our Customer Terms, unless we agree otherwise, the following terms also apply:

- (a) General Terms of Our Customer Terms (see <http://www.telstra.com.au/customer-terms/business-government/index.htm>); and
- (b) General Terms of the Cloud Services section of Our Customer Terms (see <https://www.telstra.com.au/customer-terms/business-government/cloudservices>); and
- (c) other parts of the Cloud Services section, depending on the nature of the products and services that you receive from us.

For an explanation of the interrelationship between the various sections of Our Customer Terms see clause 1 of the General Terms of the Cloud Services section at the link above.

1.2 If you trial a Telstra Apps Marketplace application, then Our Customer Terms for the relevant application, as well as any vendor terms that may be referenced therein, shall also apply (see <https://www.telstra.com.au/customer-terms/business-government/cloud-services/apps-marketplace> for the relevant Our Customer Terms). These terms shall apply a) during the trial; and b) after the trial if you continue with the application.

#### 2 WHAT IS THE TELSTRA APPS MARKETPLACE?

2.1 The Telstra Apps Marketplace is a web-based portal that enables you to purchase and manage various software applications and services that we make available from time to time.

##### How do you use the Telstra Apps Marketplace portal?

- 2.2 You must have an ABN or ACN to be eligible to register for Telstra Apps Marketplace portal access.
- 2.3 You need to have an internet connection to access the Telstra Apps Marketplace portal. Any communications that you send using a Telstra Apps Marketplace application will be carried over your internet service.
- 2.4 You acknowledge that the accessibility and functionality of the Telstra Apps Marketplace portal and the Telstra Apps Marketplace applications may be affected by your internet connection, browser and computer system.
- 2.5 To start using the Telstra Apps Marketplace portal, you need to visit the Telstra Apps Marketplace portal and create an account for your organisation.
- 2.6 You will need to nominate and keep current a customer administrator for the Telstra Apps Marketplace portal.

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- 2.7 Your customer administrator will be able to:
- (a) register your organisation through the Telstra Apps Marketplace portal;
  - (b) amend the details of your organisation, including billing details through the Telstra Apps Marketplace portal;
  - (c) add, delete and assign roles to users, including appointing users as customer administrators through the Telstra Apps Marketplace portal or such other specific portal made available by the application provider for managing that application;
  - (d) order/subscribe and unsubscribe to Telstra Apps Marketplace applications and services through the Telstra Apps Marketplace portal;
  - (e) assign and unassign Telstra Apps Marketplace applications and services to users through the Telstra Apps Marketplace portal or, for Microsoft Online Services, through the Microsoft Online Services Administration Centre or Microsoft Online Portal;
  - (f) submit, through the Telstra Apps Marketplace portal, trouble tickets for incidents with the Telstra Apps Marketplace portal or Telstra Supported Applications (as defined in the support section below); and
  - (g) appoint or remove, through the Telstra Apps Marketplace portal, an authorised Telstra dealer or partner to perform the functions listed above on your behalf ("**Support Partner**").
- 2.8 In addition to your customer administrator, you can also nominate other users as an administrator of the Telstra Apps Marketplace portal. They will also be able to:
- (a) add, delete and assign roles to users;
  - (b) order/subscribe and unsubscribe to Telstra Apps Marketplace applications;
  - (c) delete and assign Telstra Apps Marketplace applications to users
  - (d) appoint or remove a Support Partner through the Telstra Apps Marketplace portal; and
  - (e) amend and view account details (such as billing method, invoices and payments, company settings etc.).
- 2.9 To avoid doubt, any reference to users in the Telstra Apps Marketplace services section of Our Customer Terms, includes your customer administrator, Support Partner and anyone else who accesses the Telstra Apps Marketplace portal or purchases or uses any Telstra Apps Marketplace application using your login details.

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- 2.10 Your submission of an order does not guarantee that we will supply the applications or services to you. The provision of some applications or services will be subject (amongst other things) to the particular terms of that application or service, your eligibility for that application or service, its availability to you and you meeting any credit requirements.
- 2.11 Your order must contain the ordering information specified in the online order form. The information contained in your order must be accurate and complete.
- 2.12 Once you have submitted an order, we will send you an email confirming your order and providing a reference number for your order. You must retain a copy of the reference number and must quote the reference number to us if we ask you to do so.
- 2.13 You may cancel your subscription at any time prior to activation. If you do this we may charge you any reasonable costs we incur in preparing to provide the applications or services to you.
- 2.14 You acknowledge that in some cases, service management and service configuration must be performed via the application provider's own management portal. As we do not have control over that portal, we will not be responsible for that portal or the interface between the Telstra Apps Marketplace and the portal.

### **Support Partner terms of use**

- 2.15 You or your customer administrator can give your chosen Support Partner access to your Telstra Apps Marketplace account to manage your account on your behalf.
- 2.16 If you're an existing Telstra Apps Marketplace customer you can nominate a Support Partner through the Telstra Apps Marketplace portal. If you're a new Telstra Apps Marketplace customer and your authorised Telstra dealer has set-up your Telstra Apps Marketplace portal on your behalf, then that dealer will be automatically nominated as your Support Partner.
- 2.17 You can de-activate the nomination of a Support Partner from your Telstra Apps Marketplace account at any time through the Telstra Apps Marketplace portal and the Support Partner will immediately lose access to your Telstra Apps Marketplace account.
- 2.18 By activating the nomination of a Support Partner, you are granting that Support Partner full administrative rights to your Telstra Apps Marketplace account for the purpose of managing your Telstra Apps Marketplace account in accordance with your instructions and subject to this Telstra Apps Marketplace part ("Support Partner Services"). Support Partner Services include authorising your Support Partner, at your request, to perform any administrative function within the Telstra Apps Marketplace portal that you or your customer administrator are authorised to perform under this Telstra Apps Marketplace part.
- 2.19 Support Partner Services are provided at the discretion of the Support Partner and we do not guarantee that:

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- (a) you will receive written confirmation of your request; or
  - (b) that your request will be dealt with within a certain timeframe; or
  - (c) that Support Partner Services will be provided at specific times requested by you.
- 2.20 You are responsible for ensuring that any requests to Support Partners are made by your customer administrator or your other users who have your authority to do so and that all such persons comply with this Telstra Apps Marketplace part.
- 2.21 When accessing your Telstra Apps Marketplace account, you acknowledge that Support Partners may have access to any personal information contained or collected through your Telstra Apps Marketplace account and that the 'privacy' terms set out below apply unless we tell you otherwise.
- 2.22 You may have non-excludable rights under consumer protection laws in relation to the Support Partner Services. Subject to any non-excludable rights:
  - (a) the Support Partner Services are provided on an "as is" basis, without warranties of any kind (including, those that would otherwise be implied by law); and
  - (b) we do not warrant that your use of the Support Partner Services will be secure or error free or that your Support Partner will meet your requirements;
  - (c) we make no representations about the suitability, reliability, availability or timeliness of the Support Partner Services.
- 2.23 If you're entitled to rely on any condition or guarantee as a non-excludable right under consumer protection laws, then to the full extent permitted by law our liability for breach of the condition or guarantee is limited to the supply of the Support Partner Services again.
- 2.24 Your use of a Support Partner does not in any circumstances create an employer/employee relationship, agency arrangement or partnership between you and us or you and the Support Partner.
- 2.25 We are not liable for any act or omission of a Support Partner, unsolicited purchases, changes in subscriptions or service cancellations made by the Support Partner on your behalf, and you indemnify us against all claims arising out of your use of the Support Partner Services, unless and to the extent that the claim arises out of our breach of contract, or our negligent act or omission.
- 2.26 To the extent permitted by law, we are not liable for any loss or damage whatsoever (including but not limited to direct or indirect loss) or personal injury suffered or sustained in connection with your appointment of a Support Partner to manage your Telstra Apps Marketplace applications or services.

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### 3 TELSTRA APPS MARKETPLACE GENERAL TERMS

#### What these Telstra Apps Marketplace General Terms apply to

- 3.1 These Telstra Apps Marketplace General Terms apply to your use of the Telstra Apps Marketplace portal and all of the Telstra Apps Marketplace applications that you purchase from us, except where we say otherwise.

#### Pricing and payment terms

- 3.2 You can choose a pricing plan for the Telstra Apps Marketplace applications, based on the Telstra Apps Marketplace application and number of users under your subscription. These plans are detailed on <https://marketplace.telstra.com>.
- 3.3 If you acquire services (which may include Telstra Business Broadband) from us which are eligible to be included in a Single Bill, you may apply to have the Telstra Apps Marketplace applications you purchase from us billed to your Single Bill by choosing 'Telstra Bill' as your billing option when completing an order for Telstra Apps Marketplace applications.
- 3.4 If you choose to pay via Single Bill, we may provision and activate the service straightaway, but if we are unable to verify the Single Bill information provided we may limit use of your applications until we can contact you to correct the information or cancel them in the event that we are unable to contact you.
- 3.5 If you do not apply to have your Telstra Apps Marketplace applications billed to your Single Bill, or your application to have your Telstra Apps Marketplace applications billed to your Single Bill is unsuccessful, unless we otherwise agree with you:
- (a) you must pay for Telstra Apps Marketplace applications by credit card;
  - (b) we will make the invoice available to you through the Telstra Apps Marketplace portal. We will invoice you and debit your credit card on the date of purchase; and
  - (c) if the Telstra Apps Marketplace application has ongoing (recurring) fees, you must pay us for the applicable charging period (e.g. monthly, annually or biennially) in advance by direct debit of your credit card.
- 3.6 We will notify you if we are unsuccessful when we attempt to debit your credit card (e.g. because it has expired or the card number is incorrect). If after 14 days from the payment due date we are still not able to debit your credit card, we will suspend access to your applications. During the suspension period, we will continue to attempt to debit your credit card. If we are still not able to debit your credit card during the suspension period, we will cancel your Telstra Apps Marketplace portal access and Telstra Apps Marketplace applications.

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- 3.7 If your application to pay for your Telstra Apps Marketplace application using a Single Bill is accepted:
- (a) we will charge you all fees and charges based on the frequency you selected during the purchase process;
  - (b) all of the Telstra Apps Marketplace applications on your Telstra Apps Marketplace account will be billed to your Single Bill from the start of the next billing cycle;
  - (c) we cannot transfer charges relating to a previous billing cycle to your Single Bill; and
  - (d) the terms and conditions relating to Single Bill set out in – the General Terms of Our Customer Terms will apply to your Telstra Apps Marketplace applications.
- 3.8 You can choose to change your payment method at any time via the Telstra Apps Marketplace. If your application to change your payment method is successful, all of the Telstra Apps Marketplace applications on your Telstra Apps Marketplace account will be billed to your new chosen payment method. If you are changing from credit card to Single Bill the change will take effect from the start of the next billing cycle. If you are changing from Single Bill to credit card the change will take effect immediately. We cannot transfer charges relating to a previous billing cycle.
- 3.9 We do not charge you for access to the Telstra Apps Marketplace portal.
- 3.10 You will be charged for your Telstra Apps Marketplace applications as those charges appear at the time of your purchase (these charges will appear in the shopping cart). We may change the charges for Telstra Apps Marketplace applications from time to time. To avoid doubt, if you order additional licences for a Telstra Apps Marketplace application, the charges for the additional licences may not be the same as the existing licences that you have purchased from us.
- 3.11 If you are entitled to a credit or refund with respect to your applications or services, such credit or refund will be applied to your Telstra Apps Marketplace as a credit against future Telstra Apps Marketplace charges.

### Term

- 3.12 The term that you can subscribe to a Telstra Apps Marketplace application for will be the term set out in:
- (a) the clauses applicable to that Telstra Apps Marketplace application; or
  - (b) your application form or separate agreement with us.

### Your cooperation and information

- 3.13 You must cooperate with us when we install, test or make changes to your Telstra Apps Marketplace applications.



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- 3.14 You must provide us with accurate and complete information (including configuration information) as reasonably required by us when you apply for, or we make changes to, your Telstra Apps Marketplace applications.
- 3.15 If the information that you provide us is inaccurate or not complete, your Telstra Apps Marketplace applications may not work properly (or at all).
- 3.16 If you wish to change the information you provided us, we may charge you for any additional work that is required to reflect the changed information in your Telstra Apps Marketplace applications.
- 3.17 We will not be liable for problems with your Telstra Apps Marketplace applications to the extent that those problems are caused by you, including where you have changed your equipment configurations, settings, introduced incompatible software or used your Telstra Apps Marketplace applications in a way that is inconsistent with the terms and conditions that apply to your Telstra Apps Marketplace applications or our instructions.

#### Changes and updates

- 3.18 We can make changes to the Telstra Apps Marketplace portal and your Telstra Apps Marketplace applications at any time (although we are not obliged to do so). Our suppliers may also make changes to the Telstra Apps Marketplace portal and your Telstra Apps Marketplace applications on our behalf.
- 3.19 Changes to your Telstra Apps Marketplace applications may include updates, additional functionality, supplements, add-ons, patches or bug-fixes ("Updates"). Updates may be subject to additional terms and conditions which, unless otherwise expressly set out in Our Customer Terms, we will provide to you before the Updates are installed or otherwise applied to your Telstra Apps Marketplace application. Once installed, the Updates will form part of your Telstra Apps Marketplace application.
- 3.20 You agree that our suppliers may, on our behalf, automatically transmit, install, and otherwise provide Updates to the Service Software for your Telstra Apps Marketplace applications without further notice to you or need for your consent.
- 3.21 You may experience a disruption to your Telstra Apps Marketplace portal access or your Telstra Apps Marketplace applications when changes are made.
- 3.22 If there is any change to your Telstra Apps Marketplace application which we believe will have more than a minor detrimental impact to you ("**Relevant Change**"), then we will try to give you at least 21 days notice before making the change. Unfortunately we may not be able to do so if the change is required or made by one of our suppliers.
- 3.23 If you want to cancel your Telstra Apps Marketplace application because of a Relevant Change, then you may do so without penalty (that is, without incurring any fees or charges other than the fees and charges up to the date on which your access to the Telstra Apps Marketplace application ends), provided you do so by the date we tell you in our notice. You may not



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cancel your Telstra Apps Marketplace application if the Relevant Change is made to comply with legal or regulatory requirements, an order of a court or a lawful direction of a competent authority.

### Hosting network

- 3.24 Some Telstra Apps Marketplace applications require you to be connected to the internet or the Telstra mobile or Next IP networks. We can separately provide you with the ability to connect to the public network for an additional charge provided that if you connect to the public network, your access service is a Telstra service.
- 3.25 We do not promise an uninterrupted connection to the public or private network.

### Browsers and operating systems

- 3.26 We do not warrant that either the Telstra Apps Marketplace portal or the Telstra Apps Marketplace applications will support all operating systems and browsers. We will notify you from time to time of the operating systems and browsers that the Telstra Apps Marketplace portable or the Telstra Apps Marketplace applications will support. For Microsoft Online Services you will need to have the operating systems, browser and other software referred to in the relevant clauses of Our Customer Terms. Although the Telstra Apps Marketplace portal and the Telstra Apps Marketplace applications may work with other operating systems and browsers, use of unsupported operating systems and browsers may limit the function of the Telstra Apps Marketplace portal and Telstra Apps Marketplace applications and the technical support we can provide you.

### Your responsibility for use

- 3.27 You are responsible for the use of the Telstra Apps Marketplace portal and any Telstra Apps Marketplace application by you or your users.
- 3.28 You can only use the Telstra Apps Marketplace portal and any Telstra Apps Marketplace application for your internal business purposes.
- 3.29 Our platform provider retains all rights, title and interest in and to the Telstra Apps Marketplace and reserves all rights not expressly granted in this Telstra Apps Marketplace part.
- 3.30 You and your end users will not:
- (a) decompile or reverse engineer the Telstra Apps Marketplace or take any other action to discover the source code or underlying ideas or algorithm of any components thereof;
  - (b) copy the Telstra Apps Marketplace
  - (c) post, publish or create derivative works based on the Telstra Apps Marketplace, or

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- (d) remove any copyright notice, trade or service marks, brand names and the like from the Telstra Apps Marketplace, related documentation or packaging.

#### Privacy

- 3.31 The additional privacy terms set out below, apply to your Telstra Apps Marketplace applications unless we tell you otherwise.

We may include additional or different privacy terms that apply to a particular Telstra Apps Marketplace application in the part of these terms that relates to that Telstra Apps Marketplace application.

- 3.32 You acknowledge that:

- (a) some personal information may be accessed from overseas via our contractors or transmitted to and stored overseas by our suppliers;

If you receive remote support from the Telstra Apps Marketplace Helpdesk we may access your data via contractors located overseas (in accordance with our privacy policy). Currently information associated with Box and DocuSign will be transmitted to and stored overseas. However, this may also apply for other Telstra Apps Marketplace applications over time.

- (a) other countries may not have privacy laws which are equivalent to, or as comprehensive as, Australia's privacy laws;
- (b) a third party recipient of your personal information may in turn transmit that information to another country in the course of providing the applications to you; and
- (c) we cannot control how our suppliers (or their suppliers) will use, store and disclose your personal information.

- 3.33 You agree that, except as expressly set out in Our Customer Terms, we have no obligation (and our suppliers have no obligation) to hold, export or return your personal information or your other subscriber data following the cancellation or termination of your Telstra Apps Marketplace application.

- 3.34 By using a Telstra Apps Marketplace application, you consent (and agree to provide the consent of each of your users) to our suppliers contacting you and/or your users directly for any purpose that we reasonably consider is related to providing the Telstra Apps Marketplace application to you (including but not limited to notifying you and/or your users of any updates, outages, migration details or any other issues).

#### Security

- 3.35 We do not guarantee the security of any Telstra Apps Marketplace application or any information or data you send, receive or store using any Telstra Apps Marketplace application, unless we agree otherwise with you.

#### When you can cancel your Telstra Apps Marketplace application

- 3.36 You can cancel Telstra Apps Marketplace application subscriptions through the Telstra Apps Marketplace portal. If you cancel a Telstra Apps

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Marketplace application part way through a billing cycle, we will continue charging you until the end of the billing cycle.

- 3.37 If you cancel your Telstra Apps Marketplace application (or reduce the number of licenses) before expiry of any minimum term an early termination charge may apply, as set out in the terms for the relevant Telstra Apps Marketplace application.

### **Your obligations if your Telstra Apps Marketplace application is cancelled**

- 3.38 If your Telstra Apps Marketplace application is cancelled or terminated for any reason, you must immediately delete all copies of any Service Software in your possession or under your control.

### **Trials**

- 3.39 We may offer trials of the Telstra Apps Marketplace applications from time to time. We will provide details of these trials through the Telstra Apps Marketplace portal.
- 3.40 These Telstra Apps Marketplace General Terms apply during any trial (to the extent applicable). In addition, Our Customer Terms for the relevant application (and any relevant vendor terms that may be referenced therein) shall also apply.

### **Disclaimer**

- 3.41 The applications and services offered on the Telstra Apps Marketplace are made available by third party application or service providers. If you have an issue with the Telstra Apps Marketplace, services or applications, your rights are only with Telstra or the service or application providers respectively and not our platform provider.
- 3.42 To the extent permitted by law:
- (a) our platform provider shall have no liability directly to you or your end users;
  - (b) we provide access to the Telstra Apps Marketplace portal and we supply the Telstra Apps Marketplace applications on an "as is" basis, without warranties of any kind (including, those that would otherwise be implied by law);
  - (c) we do not warrant that your access to the Telstra Apps Marketplace portal or your Telstra Apps Marketplace application will be uninterrupted, secure or error free or that they will meet your requirements. There may be times when the Telstra Apps Marketplace portal or your Telstra Apps Marketplace application is down or disrupted;
  - (d) we will not be liable for any interruptions or disruptions in any way; and

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- (e) except as otherwise specified in Our Customer Terms, we make no representations about the suitability, reliability, availability, timeliness, lack of viruses (or other harmful components), accuracy and/or ownership of the information, software, products, services and related graphics contained within or generated by the Telstra Apps Marketplace portal or your Telstra Apps Marketplace application.

#### 4 TELSTRA APPS MARKETPLACE SUPPORT

- 4.1 You can submit trouble tickets via the Telstra Apps Marketplace for:
  - (a) billing related queries;
  - (b) sales and general product related queries; and
  - (c) incidents with the Telstra Apps Marketplace portal or Telstra Supported Applications, including ordering, provisioning and operational and technical related queries.
- 4.2 We will also provide a help desk for the Telstra Apps Marketplace portal ("**Telstra Apps Marketplace Helpdesk**") which will be available to answer your:
  - (a) billing related queries between 7am and 7pm AEST, Monday to Friday (excluding public holidays);
  - (b) sales and general product related queries between 9am and 5pm AEST, Monday to Friday (excluding public holidays); and
  - (c) incidents with the Telstra Apps Marketplace portal or Telstra Supported Applications, including ordering, provisioning and operational and technical related queries 24 hours a day, seven days a week (including public holidays).
- 4.3 You can contact the Telstra Apps Marketplace Helpdesk with operational and technical related queries for the following services and applications:
  - (a) Box; and
  - (b) DocuSign,(together the "Telstra Supported Applications").
- 4.4 You may contact the Telstra Apps Marketplace Helpdesk on 1800 878 483, or such other number as we notify you of from time to time.
- 4.5 The Telstra Apps Marketplace Helpdesk may require information from your customer administrator or Support Partner to answer your queries. The Telstra Apps Marketplace Helpdesk may not be able to assist if your customer administrator or Support Partner is unavailable or is unable to provide the required information.

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- 4.6 For Telstra Supported Applications your customer administrator or Support Partner can lodge a Telstra Apps Marketplace Helpdesk ticket at any time via the Telstra Apps Marketplace portal. For other applications we will provide details of how to contact the application provider. We will respond to the Telstra Apps Marketplace Helpdesk ticket during the Telstra Apps Marketplace Helpdesk hours set out above.
- 4.7 For Telstra Supported Applications, you must report all faults with your Telstra Apps Marketplace applications via the Telstra Apps Marketplace or to the Telstra Apps Marketplace Helpdesk and provide details of the fault, and all other information necessary for us to investigate the fault.
- 4.8 A knowledge base of support information is available at <http://www.telstra.com/marketplacesupport> to answer your basic support questions. Your customer administrator or Support Partner should refer to the information in that knowledge base before contacting the Telstra Apps Marketplace Helpdesk. The Telstra Apps Marketplace Helpdesk does not provide premium IT services such as cloud migration; application configuration, setup or training, for this type of support you can refer to the knowledge base or a Support Partner.