

# Our Customer Terms

## Communications Recording section

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Certain words are used with the specific meanings set out below and in [the General Terms of Our Customer Terms](#).

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## 1 About the Communications Recording section

### Our Customer Terms

- 1.1 This is the Communications Recording section of Our Customer Terms.
- 1.2 [The General Terms of Our Customer Terms](#) apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Communications Recording section, then the Communications Recording section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Communications Recording section gives us the right to suspend or terminate all or part of your service, that right is in addition to our rights to suspend or terminate your service under the General Terms.
- 1.5 If you are acquiring your Comms Recording service as a small business customer, you should be aware that whilst we do not guarantee or provide warranties in relation to certain aspects of the service, we will provide your Comms Recording service with reasonable care and skill. Nothing in this section of Our Customer Terms affects your rights under consumer protection laws.

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## 2 Communications Recording

### What is Communications Recording?

- 2.1 Comms Recording is a cloud based solution to record and store inbound and outbound voice calls, video calls, SMS and MMS and associated metadata across mobile and unified communications platforms for quality, training, communication monitoring, evidentiary or other lawful purposes.

### Eligibility

- 2.2 On and from 7 September 2020, Comms Recording is not available to new customers. Existing customers can continue to use the service and add/remove users but will not be able to recontract their services.

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- 2.3 To take up Comms Recording, you must have or take up one or more of the following endpoint services:
- (a) Telstra mobile service on a post-paid plan that includes unlimited standard national calls;
  - (b) Telstra IP Telephony (TIPT) service; or
  - (c) Telstra SIP Connect with an Enterprise Access Service.
- 2.4 The charges and terms for these endpoint services are separate from and in addition to the charges and terms for your Comms Recording service.
- 2.5 You may only take up Comms Recording on a compatible Endpoint service of which you are the legal lessee.
- 2.6 Comms Recording is not available to Telstra Wholesale customers or for resale. You must not re-supply the Comms Recording services to a third party.

### Features

- 2.7 We will provide to you the following as part of your Comms Recording service:
- (a) Recording and Storage of Communications to and from Endpoints;
  - (b) Access to a web portal to access your Recordings and configure your Comms Recording service;
  - (c) Add-on functionality that you choose to take up with your Comms Recording service; and
  - (d) The package(s) of professional services you choose to activate your Comms Recording service, and any additional training, consultancy and support service packages you take up.
- 2.8 For each Endpoint you chose to apply the Comms Recording service, you must take up a Base Package applicable to the type of Endpoint:

Comms Recording Base Package	Endpoint Type
Fixed Line	Telstra IP Telephony (TIPT) service
	Telstra SIP Connect with an Enterprise Access Service
Mobile	Telstra mobile service
	Telstra Fixed-Mobile Convergence (FMC) service

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2.9 You may also choose one or more Optional Services to apply to your Endpoint:

Comms Recording Optional Services
Audio Mining Basic (< 25 Active phrases)
Audio Mining Advanced (25+ Active phrases)
Video Recording (only available on Fixed line Endpoints)
Screen Recording (only available on Fixed line Endpoints)
Evaluations

2.10 When you first take up Comms Recording, you must take up one of the following Activation Packages, further described below:

Activation Services	Package Inclusions
Activation Only	Data Collection – Coordination and Advice On-boarding of customer tenancy Customer on-boarding to assurance systems
Quick Start    Small – up to 100 Endpoints Medium – up to 300 Endpoints Large – up to 1000 Endpoints	All Activation Only package inclusions above Project co-ordination Configuration of customer hierarchy Customer tenancy set-up User and Admin training
Essentials      Small – up to 100 Endpoints Medium – up to 300 Endpoints Large – up to 1000 Endpoints	All Quick Start package inclusions above Consultation of Audio Mining, Screen Recording and Agent Evaluation Speech Analytics training

2.11 You may also take up one or more of the following packages of training, consultancy and support services, further described below:

Optional Consultancy Services	Service Description
Training (User & Admin)	Comms Recording portal User and Administration training
Training (Audio Mining)	Comms Recording Audio Mining training
Audio Mining Consultancy	Comms Recording Audio Mining consultancy for initial customer set-up or “tune-ups”

Evaluation Consultancy	Comms Recording Evaluation Consultancy for initial customer set-up or “tune-ups”
General Consultancy	Comms Recording general consultancy for management of the Comms Recording Portal

- 2.12 We will provide your selected Activation Package, and any additional training, consultancy and support services, and any further professional services agreed in a Statement of Work on the terms set out in the [Professional Services section of Our Customer Terms](#).
- 2.13 You appoint us as your agent to record Communications on your behalf through operation of the Comms Recording service. You acknowledge that Communications are disclosed to you (or the user of your Endpoint), and Recordings created through the service are made by you.
- 2.14 From time-to-time, we may need to implement planned outages to your Comms Recording service for maintenance and upgrade purposes. We will provide you with as much notice as possible before commencing any transfer or planned outages and will aim to cause as little impact as possible to your Comms Recording service when we do.

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### 3 Operation of your Comms Recording Service

- 3.1 When you take up Comms Recording on an Endpoint, without further action by the user, we will record and store both incoming and outgoing Communications to that Endpoint, including:
- (a) Voice calls on all Endpoints; and
  - (b) SMS and MMS only on mobile Endpoints.
- 3.2 You must comply with our reasonable directions in relation to your use of your Comms Recording service.
- 3.3 Comms Recording does not record or store email, ‘over the top’ (OTT) messaging applications such as iMessage, Android Enhanced Messaging, Snapchat or WhatsApp, web browsing or other data communications. Please note that some smartphones integrate OTT messaging in their native dialling applications, and despite the SMS/MMS appearance, these messages will not be recorded when sent using a data connection.
- 3.4 Comms Recording does not support International Roaming, and will not record Communications made while roaming except in rare circumstances dependent upon implementation of the overseas network.

- 3.5 Comms Recording will record outbound international direct dial Communications, and inbound Communications to Endpoints in Australia from overseas, subject to the functional limitations in this schedule.
- 3.6 Comms Recording does not support Call Diversion, Number Redirection, Call Forwarding or similar functionality, and will not record Communications that are redirected. Communications that are routed by operation of a PABX (or similar) are likely to be recorded, but this is dependent upon the implementation of the PABX and cannot be guaranteed.
- 3.7 Comms Recording will record both inbound and outbound Communications that connect to voicemail services such as Messagebank, in addition to any recording made by the voicemail service itself. Communications that are subsequently created by enhanced Messagebank functionality (such as Voice2Text) will not be recorded unless directed to an Endpoint.
- 3.8 If multiple participants to a Communication have Comms Recording enabled, we will make a separate Recording for each Endpoint.
- 3.9 We will only record the portion of the call that the Endpoint participant is present. For example, if the Endpoint service joins an existing conference call, only the portion of the call after they join will be recorded, ending when they leave the call.
- 3.10 Comms Recording does not support pausing, and subject to the functional limitations in this schedule, will only record a Communication in its entirety.
- 3.11 Comms Recording does not support opt-in or opt-out, and subject to the functional limitations in this schedule, will record all Communications on the Endpoint it is provisioned.

### **Comms Recording on Mobile Services**

- 3.12 Comms Recording is compatible with a variety of Telstra mobile service technologies, including:
  - (a) Voice over WiFi on Telstra mobile services; and
  - (b) Telstra Rich Communications Service (RCS).
- 3.13 Comms Recording is not compatible with Telstra LANES<sup>®</sup> or Telstra Wireless M2M services.

### **SMS and MMS**

- 3.14 SMS will be recorded upon confirmation of delivery. MMS will be recorded upon confirmation the message has been downloaded. SMS and MMS recording is only available for mobile Endpoints.

- 3.15 Where SMS messages are sent to an off-net recipient, confirmation of delivery may be provided by the third party carriage gateway, even if delivery of the SMS to the end user recipient is delayed or unsuccessful due to an issue between the third party carriage gateway and end user recipient.

### **Recorded Voice Announcement**

- 3.16 A Recorded Voice Announcement (RVA) will be played to both parties to a voice Communication upon connection to notify that the call is being recorded.
- 3.17 The Recorded Voice Announcement is not customised or customisable for your organisation.
- 3.18 SMS and MMS communications will not receive the Recorded Voice Announcement.
- 3.19 **Despite the Recorded Voice Announcement, it is your responsibility to ensure all participants to a Communication are aware and consent to recording of the Communication.** The Recorded Voice Announcement is played on connection of the Communication and in some circumstances may not be received by a party to the Communication, including when:
- (a) additional participants later join the Communication (for example joining a conference call);
  - (b) the Communication connects and is subsequently redirected to another person (for example calls answered by a receptionist);
  - (c) the Communication initially connects to an automated system, such as a call routing service.

### **Storage**

- 3.20 We will store the Recording as part of the Comms Recording service. Each Comms Recording service includes 12 months of storage for the Recordings, from the date the Endpoint is first activated in the Comms Recording Platform, to the following peak capacity:
- (a) 10GB per Endpoint; and
  - (b) an additional 40GB per Endpoint that has taken up an Optional Service.
- 3.21 Each record in the Comms Recording Platform will be stored for up to 12 months from creation, while the Recordings may be stored for longer.
- 3.22 We will provide functionality for you to manually export or archive Recordings through the Comms Recording Platform. You are responsible for maintaining appropriate backups of your Recordings and associated records.

- 3.23 If Comms Recording is cancelled or suspended for an Endpoint, Recordings associated to the Endpoint will no longer be accessible through the Comms Recording Platform. To retain access to recordings, you should manually export recordings prior to cancellation or suspension of service
- 3.24 We reserve the right to securely delete any Recording and associated record:
- (a) 30 days from suspension or termination of Comms Recording on an Endpoint, unless otherwise agreed;
  - (b) immediately upon suspension or termination of all Comms Recording services; or
  - (c) immediately if required to do so by any law or lawful direction from any regulatory or judicial authority.

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## 4 Comms Recording Platform

- 4.1 When you first take up Comms Recording, we will provision an instance of the Comms Recording Platform, and provide your nominated account representative with access credentials.
- 4.2 We may require you or your end user to agree to a further end user licence agreement (EULA) with us to access the Comms Recording Platform.
- 4.3 The Comms Recording Platform will include at least the following functionality:

Features	Description
Dashboard	Interface that displays and provides a summary of active calls and call history.
Record Management	Each Recording will create a record in the Platform as per the policies defined by the system.
Replay	Ability to playback a recorded audio conversation or review a recorded SMS or MMS.
Search	Search any part of the record (Number, Duration, Time, Comments, etc.) on the recorded calls list in order to find a specific call record.
Archive to ISO	Ability to archive recorded calls and messages to ISO images. These image files can be burned to CD/DVD at the convenience of the user.
Call Annotations	Annotations allow the user to add comments and markers on calls to indicate where in the call a notable event occurred. The user may also upload an annotation file to associate with the record.
Call Categorisation	Allows for calls to be grouped into various pre-defined and custom



	categories.
Call Comments	Allows for searchable comments to be added to recorded call records.
Email Links	Allows links to audio and screen recordings to be emailed.
FTP File Access	Group users can download their recorded call files and screen recordings via FTP. FTP access allows a user to access any recordings made from any numbers assigned to him/her, enabling him/her to download the files to a permanent, remote storage location.
Reporting	Provides administrative summary reporting for end-users.

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## 5 Optional Services

5.1 You may take up one or more optional services on any Endpoint with Comms Recording, subject to the functional limitations described in this section. Optional services may be applied to specific Endpoints.

### **Audio Mining**

5.2 Audio Mining is an optional feature, enhancing the search functionality of the Comms Recording Platform with speech analytics, enabling users to quickly and easily flag and find important calls for regulatory compliance, risk management, liability protection and dispute management.

5.3 Audio Mining is available in two tiers:

- (a) Basic Audio Mining allows you to search for up to 25 active phrases.
- (b) Advanced Audio Mining allows you to search for an uncapped number of active phrases (subject to platform processing capacity).

5.4 Audio Mining will search Communications as they are created in near real time, adding applicable tags to the record on the Comms Recording Platform when phrases are matched. Audio Mining does not search stored Recordings.

5.5 If Audio Mining is removed from an Endpoint, tags added to a record on the Comms Recording Platform by Audio Mining will remain a searchable part of that record, but future Communications to and from that Endpoint will not be searched for active phrases.

### **Video Recording (only available on Fixed lines)**

5.6 Video Recording is an optional feature that can be enabled on compatible fixed line Endpoints with Comms Recording. Video Recording is not compatible with mobile Endpoints.

5.7 With Video Recording enabled, Comms Recording can also record the video stream of video call Communications made using your underlying fixed line access service. To avoid doubt, Video Recording does not enable recording of ‘over the top’ video conferencing services such as Skype for Business.

5.8 Video Recording will record both sender and receiver video files. For conferencing scenarios only the active participant video will be recorded.

### **Screen Recording (only available on Fixed lines)**

5.9 Screen Recording is an optional feature that can be enabled on compatible fixed line Endpoints. Screen Recording is not compatible with mobile Endpoints.

5.10 With Screen Recording enabled, each Recorded Communication will also record and store a video of the call handler’s computer activity (Nominated Computer) during the call, through the operation of a local client application installed on the Nominated Computer.

5.11 We will provide local client software to install on your Nominated Computer as part of the Screen Recording optional service. We may require you to agree to a further licence agreement (EULA) with us or the software owner upon installation.

5.12 To use Screen Recording functionality, your Nominated Computer must be:

- (a) compatible with the local client software, and have the software installed; and
- (b) switched on and connected to the internet, with security protocols configured to permit the Nominated Computer to communicate with the Comms Recording Platform.

5.13 When configuring Screen Recording, you warrant that:

- (a) You are authorised to access and record all use of the Nominated Computer;
- (b) You have communicated with all people reasonably expected to use the Nominated Computer (for example through corporate policy, login notification, or physical warning sticker) such that they reasonably expect their use of the device to be recorded; and
- (c) You will deactivate Screen Recording immediately if you are no longer authorised.

### **Evaluations**

5.14 Evaluations are an optional feature provided through the Comms Recording Platform, including functionality for users of the Comms Recording Platform to:

- (a) create a survey template with up to five questions;
  - (b) associate that template with one or more Recordings;
  - (c) complete the survey; and
  - (d) calculate, summarise and report the outcomes of the survey back to users.
- 5.15 Evaluations can be conducted for any Endpoint that has taken up the Evaluations module. Once completed, the results of an Evaluation are stored as part of the record. If you deactivate the Evaluations module, some analytics and reporting functionality will be lost (for example trend data).

### **Integration**

- 5.16 We do not represent that the Comms Recording solution will integrate with any third party software or service.

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## **6 Comms Recording with Fixed-Mobile Convergence (FMC)**

- 6.1 If you take up Comms Recording on both fixed and mobile Endpoints with an associated fixed-mobile convergence (FMC) solution provisioned:
- (a) voice calls will be recorded against the fixed caller line identity, including when the mobile service is configured to display the mobile caller line identity on outbound calls;
  - (b) SMS and MMS communications will be recorded against the mobile caller line identity; and
  - (c) if you have taken up the Screen Recording optional service on the fixed line service, it will be activated (and your screen recorded) by inbound and outbound voice calls made to the mobile Endpoint.

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## **7 Privacy and Data Security**

- 7.1 You are solely responsible for the:
- (a) use (or attempted use) of your Service by you and/or any third party whether authorised or not;
  - (b) all the information, announcements and other content associated with your Service and for arrangements with any third parties to access that content.
- 7.2 We do not warrant or represent that Comms Recording is compatible with PCI:DSS, or any other security standard.

### **Ownership and Licensing**

- 7.3 We (or our licensors) own all rights (including intellectual property rights) in or related to the Comms Recording Platform.
- 7.4 You own all rights (including intellectual property rights) in your Recordings and records on the Comms Recording Platform created through your use of the Comms Recording service.
- 7.5 You grant us a licence to use, disclose and reproduce all content and all other information you provide us, including Recordings and records on the Comms Recording Platform for the purpose of us providing your Comms Recording service.

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## **8 Limitation of Liability**

- 8.1 We rely on you to ensure that you have taken all legally necessary steps to allow us and our third party suppliers to create the Recordings and records on the Comms Recording Platform, as your agent or otherwise, and to use, disclose, store and transfer such material in the course of providing the Comms Recording Service, or as otherwise required by law.
- 8.2 You indemnify and hold us harmless from any claim, demand or damage, including reasonable legal fees, asserted by any third party due to or arising out of our provision of the Comms Recording Service in accordance with this Schedule.

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## **9 Minimum Commitment**

- 9.1 Comms Recording on a mobile Endpoint is as a casual month to month service with no minimum term. All Optional Services taken up on a mobile Endpoint are casual month-to-month services.
- 9.2 Comms Recording on a fixed line Endpoint has a minimum term of 12 months from the date the service is provisioned in the Comms Recording Platform. Despite this minimum term, we may terminate a fixed line service by one months' notice. All Optional Services taken up on a fixed line service have a minimum term of 12 months, which will extend the minimum term of the base Comms Recording fixed line service if taken up during the contract term.

### **Early Termination Charge**

- 9.3 You may be required to pay us an early termination charge if, before the end of the minimum term:
  - (a) you cancel your Comms Recording service on a fixed line Endpoint (when we are not in breach); or

- (b) we cancel your Comms Recording service on a fixed line Endpoint because you are in breach of your agreement with us.
- 9.4 The early termination charge is an amount equal to 85% of the monthly service charges for your Comms Recording service (including any Optional Services) on your cancelled fixed line Endpoint(s), multiplied by the number of months remaining until the end of the minimum term for each service.

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## 10 Special meanings

- 10.1 The following words have the following meanings in relation to Comms Recording:
- 10.2 **Communication** means a voice call, SMS or MMS to or from an Endpoint with Comms Recording enabled, subject to the functional limitations described in this Schedule. If you have Video Recording enabled, a Communications also includes a video conference call.
- 10.3 **Endpoint** means a service on which you have enabled Comms Recording, being a:
- (a) **Fixed-line service:** Telstra IP Telephony (TIPT) service or Telstra SIP Connect with an Enterprise Access Service; or
  - (b) **Mobile service:** Telstra mobile service on a plan that includes unlimited standard national calls.
- 10.4 **Optional Service** means the optional add-on Comms Recording services described in clause 5.
- 10.5 **Recording** means a digital recording of a Communication.