

OUR CUSTOMER TERMS CLOUD SERVICES – DIGITAL SUPPORT SERVICES

CONTENTS

Click on the section that you are interested in.

1	About the Digital Support Services section	2
2	Digital Support Services	2
3	Plans and Features	3
4	Your Responsibilities	6
5	Term	8
6	Charges	9
7	Help desk and Service Levels	10

OUR CUSTOMER TERMS CLOUD SERVICES – DIGITAL SUPPORT SERVICES

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

1 ABOUT THE DIGITAL SUPPORT SERVICES SECTION

- 1.1 This is the Digital Support Services section of Our Customer Terms.
- 1.2 Provisions in other parts of the Cloud Services section also apply. See section one of the General Terms of the Cloud Services section at <https://www.telstra.com.au/customer-terms/business-government/cloud-services> for more detail on how the various parts of the Cloud Services section are to be read together.
- 1.3 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. 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.

2 DIGITAL SUPPORT SERVICES

Digital Support Services are not available for purchase by new customers from 22 May 2018. Existing customers can continue on their applicable terms until further notice.

What are Digital Support Services?

- 2.1 Digital Support Services are managed e-commerce professional services that support your Neto Online Store.
- 2.2 The Neto Online Store is an e-commerce platform for retailers, wholesalers and online auction traders, allowing businesses to develop and maintain online stores that can scale over time.
- 2.3 Digital Support Services are delivered on our behalf by a third party provider.

Eligibility and requirements

- 2.4 To be able to use Digital Support Services, you must first purchase a separate Neto Online Store licence and paid-for Neto SaaS subscription (not a Trial Solution) from the Telstra Apps Marketplace and maintain the subscription to those services for the term of your Digital Support Service.
- 2.5 The terms of use applying to the Neto Online Store and Neto SaaS solution are set out in the Neto Solution Service of Our Customer terms <https://www.telstra.com.au/customer-terms/business-government/cloud-services/apps-marketplace> for more detail.
- 2.6 Digital Support Services are available through the Telstra Apps Marketplace. To use the Telstra Apps Marketplace, you need an internet connection, and need to visit marketplace.telstra.com and

OUR CUSTOMER TERMS

CLOUD SERVICES –

DIGITAL SUPPORT SERVICES

create an account for your organisation. You also need to meet any minimum system requirements to use the Telstra Apps Marketplace set out in the relevant sections of Our Customer Terms.

- 2.7 The Telstra Apps Marketplace part of the Cloud Services section of Our Customer Terms (available at <https://www.telstra.com.au/customer-terms/business-government/cloud-services>) governs your use of the Telstra Apps Marketplace.
- 2.8 Digital Support Services are not available to Telstra Wholesale customers or for resale.
- 2.9 To be eligible for Digital Support Services you must grant us and our third party service provider access to your websites, your Neto Online Store, other network systems and such other access as is reasonably necessary to enable delivery of Digital Support Services.
- 2.10 Digital Support Services Neto Core Plan Add-ons (**Core Plan Add-ons**) are only available for purchase where a Core Services Plan has already been purchased.
- 2.11 You need to purchase a Digital Support Services Neto Core Plan (**Core Services Plan**) for each website that you want to benefit from Digital Support Services.
- 2.12 You must have a media spend account in order to purchase media spend for us to manage. On request, we can help you set up a media spend account.

3 PLANS AND FEATURES

- 3.1 Digital Support Services are available in the following Core Services Plans, each of which has the respective features set out below. The Core Service Plans you have chosen are set out in your application form or separate agreement with us:
 - (a) Digital Support Services Neto S:
 - (i) 100 Products configured;
 - (ii) up to 1000 SKUs; and
 - (iii) 5 general information web pages.
 - (b) Digital Support Services Neto M:
 - (i) 250 Products configured;
 - (ii) up to 5000 SKUs; and
 - (iii) 7 general information web pages.
 - (c) Digital Support Services Neto L:

OUR CUSTOMER TERMS CLOUD SERVICES – DIGITAL SUPPORT SERVICES

- (i) 1000 Products configured;
 - (ii) unlimited SKUs; and
 - (iii) 15 general information web pages.
- 3.2 If you have purchased a Core Services Plan, then you may also choose the following optional Core Plan Add-ons:
- (a) Product Copywriting:
 - (i) Product and storefront copy for 50 products;
 - (ii) 10-50 word description per product; and
 - (iii) 20-50 word descriptions per category.
 - (b) On-Site Photography:
 - (i) 30 high-resolution images;
 - (ii) Up to 2 hours on-site; and
 - (iii) Includes basic image clean-up and correction.
- 3.3 On-site photography is only available in the primary regions listed below, each of which is limited to sites with a radius 35km of one of the city centres listed below.
- (a) Victoria: Melbourne, Geelong, Ballarat, Bendigo;
 - (b) New South Wales: Sydney, Newcastle, Canberra, Wollongong, Gosford;
 - (c) Queensland: Brisbane, Gold Coast, Townsville, Cairns, Toowoomba, Rockhampton, Mackay;
 - (d) Western Australia: Perth;
 - (e) South Australia: Adelaide;
 - (f) Tasmania: Hobart, Launceston; and
 - (g) Northern Territory: Darwin.
- 3.4 Performance Marketing is a service that helps manage your media activity. If you want this service, it is available on top of your Core Services Plan and is available in the following Digital Support Services Performance Marketing Plans (**Performance Marketing Plans**):
- (a) Digital Support Services Performance Marketing Plan S:
 - (i) Managed Media Spend up to a maximum of \$300 per month:

OUR CUSTOMER TERMS CLOUD SERVICES – DIGITAL SUPPORT SERVICES

- (A) Service campaign setup;
 - (B) Assistance setting up a media spend account;
 - (C) Bid and budget management;
 - (D) Call tracking;
 - (E) Conversation-optimised landing pages (1 per ad group);
 - (F) Inbound support; and
 - (G) Quarterly consultation call.
- (b) Digital Support Services Performance Marketing Plan M:
- (i) Managed Media Spend up to a maximum of \$750 per month:
 - (A) Service campaign setup;
 - (B) Assistance setting up a media spend account;
 - (C) Bid and budget management;
 - (D) Call tracking;
 - (E) Conversation-optimised landing pages (1 per ad group);
 - (F) Inbound support; and
 - (G) Quarterly consultation call.
- (c) Digital Support Services Performance Marketing Plan L:
- (i) Managed Media Spend up to a maximum of \$1700 per month:
 - (A) Service campaign setup;
 - (B) Assistance setting up a media spend account;
 - (C) Bid and budget management;
 - (D) Call tracking;
 - (E) Conversation-optimised landing pages (1 per ad group);
 - (F) Inbound support; and
 - (G) Quarterly consultation call.

OUR CUSTOMER TERMS

CLOUD SERVICES –

DIGITAL SUPPORT SERVICES

The Performance Marketing Plans involve a management fee (see 'Charges' below) for the media spend management only, not the media spend itself.

- 3.5 On request, we can help you set up a media spend account. Once a Performance Marketing campaign is finalised, you can provide payment details over the phone to one of our consultants or input payment details directly into your media spend account.

Scope of Service

- 3.6 When you place an order with us for the Digital Support Service, you will be contacted by our third party service provider, who will agree with you the precise scope of your Core Services Plan or Performance Marketing Plan. No Digital Support Services can be delivered until this precise scope is agreed, but you will still be charged unless our third party service provider has been unreasonable in refusing to agree the precise scope.

4 YOUR RESPONSIBILITIES

General

- 4.1 In order to provide Digital Support Services, we may need input or assistance from you. You understand that Digital Support Services may be unsuitable, may have errors and/or may be delayed if you do not provide us or our third party service provider with the assistance we ask for.
- 4.2 We may also 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 provide us with inaccurate or incomplete information
- 4.3 You understand that the effectiveness of Digital Support Services Performance Marketing depends on a wide range of factors, including many that are not within the control of us or our third party service provider. Accordingly, we cannot promise any performance level or outcome.
- 4.4 You must not provide, or assist with the provision of, the Digital Support Services to any other person.
- 4.5 You agree not to solicit or engage as employee or contractor any employees of our third party service provider during the term of your Digital Support Services and for 12 months following the termination of the Digital Support Services.
- 4.6 You must ensure that all your advertising material that is subject to the Digital Support Services will:
 - (a) be truthful;
 - (b) not misleading or deceptive;

OUR CUSTOMER TERMS CLOUD SERVICES – DIGITAL SUPPORT SERVICES

- (c) not infringe the intellectual property rights or goodwill of us or any third party;
 - (d) will not use inappropriate search terms (such as offensive terminology); and
 - (e) will not reference third party trademarks or business names.
- 4.7 You agree that you will not, at any time, make any disparaging comments or disclose any information or make or publish any statement or do any other thing which may tend materially to harm or prejudice us or our third party service provider's reputation or good name (**Prejudicial Content**). This includes not making disparaging comments or disclosing prejudicial Content about us or our third party service provider through the use of social media, web discussion groups, websites or other like forums. You agree to immediately remove any Prejudicial Content posted online upon our written request.
- 4.8 A breach of Clause 4.7 is a material breach of Our Customer Terms and may cause material damage to us or our third party service provider. Damages may be inadequate compensation for such a breach and, subject to the court's discretion, we may restrain, by an injunction or similar remedy, any conduct or threatened conduct which is or will be a breach of this provision.

Assistance

- 4.9 You must:
- (a) provide us and our third party service provider with all the information we request that is relevant to Digital Support Services;
 - (b) ensure that all the information you provide us is true, accurate and complete;
 - (c) provide us and our third party service provider with all assistance that we reasonably request or that is otherwise necessary to perform Digital Support Services generally (including by making staff available to answer questions);
 - (d) perform your own user acceptance end-to-end testing of Digital Support Services if we tell you;
 - (e) provide us and our third party service provider with access to your network and premises on reasonable notice; and
 - (f) provide us and our third party service provider with a safe working environment.

Keeping your contact details up to date

OUR CUSTOMER TERMS

CLOUD SERVICES –

DIGITAL SUPPORT SERVICES

- 4.10 From time-to-time we will need to get in contact with you regarding your Digital Support Services, so it's important that you keep your organisation's details up-to-date.
- 4.11 To use the Digital Support Services, you also need to ensure that your authorised administrator's contact details are correct and kept up-to-date.

Your data

- 4.12 Where you provide us any information or data of any kind as part of your Digital Support Service Plan, you acknowledge and agree that we may use, copy, modify and transmit that data as necessary to perform Digital Support Services, 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 Digital Support Services.

5 TERM

General

- 5.1 All Digital Support Services Plans have a minimum term (**Minimum Term**):
 - (a) Core Services Plans have a Minimum Term of either 12 months if paying an upfront cost plus a monthly fee, or 24 months if paying a monthly fee; and
 - (b) Performance Marketing Plans have a Minimum Term of 6 months.
- 5.2 At the end of your Minimum Term we will keep providing your Digital Support Services on a month-to-month basis, until either you or we terminate the Digital Support Services.
- 5.3 If you cancel your Digital Support Service Plan during its Minimum Term, early termination charges will apply, on set out in clause 6.6 below.

Access to Add-ons

- 5.4 You may also purchase Core Plan Add-ons to your Core Services Plan from time to time through the Telstra Apps Marketplace.
- 5.5 Core Plan Add-ons are available as a once-off purchase.
- 5.6 If you cancel your Core Plan Add-ons, you may still continue using your Core Services Plan until either you or we terminate the Digital Support Services.

OUR CUSTOMER TERMS CLOUD SERVICES – DIGITAL SUPPORT SERVICES

6 CHARGES

- 6.1 The charges for each Core Services Plan are as follows. All prices listed are inclusive of GST.
- (a) Core Services Plans:
 - (i) Digital Support Services Neto S:
 - (A) 24 month plan - \$176 per month; and
 - (B) 12 month plan – Upfront, once-off fee of \$879, in addition to an ongoing charge of \$99 per month.
 - (ii) Digital Support Services Neto M:
 - (A) 24 month plan - \$220 per month; and
 - (B) 12 month plan – Upfront, once-off fee of \$1,429, in addition to an ongoing charge of \$99 per month.
 - (iii) Digital Support Services Neto L:
 - (A) 24 month plan - \$275 per month; and
 - (B) 12 month plan – Upfront, once-off fee of \$1,979 including GST, in addition to an ongoing charge of \$110 per month.
 - (b) Core Plan Add-ons
 - (i) On-site Photography – Once-off fee of \$469
 - (ii) Product Copywriting – Once-off fee of \$2,035
 - (c) Performance Marketing Plans
 - (i) Digital Support Services Performance Marketing S - \$146 per month
 - (ii) Digital Support Services Performance Marketing M - \$180 per month
 - (iii) Digital Support Services Performance Marketing L - \$215 per month
- 6.2 We will invoice you for the monthly ongoing Core Services Plan and Core Plan Add-ons charges monthly in advance. We will charge all once-off fees in advance.
- 6.3 When you first start a plan or change your plan part way through a billing period, your first bill will include your monthly ongoing Service Plan charge in advance. It will also include a proportion of your minimum monthly ongoing Core Services Plan charge based on the number of days left in the billing period.

OUR CUSTOMER TERMS CLOUD SERVICES – DIGITAL SUPPORT SERVICES

- 6.4 If you change your Core Services Plan, the changes to the charges for Digital Support Services will be effective from implementation into our billing systems.

Early termination charge

- 6.5 You may cancel your Digital Support Service at any time, but the following charges will apply.

- 6.6 If, during the Minimum Term:

- (a) you terminate your Digital Support Service for any reason other than our material breach; or
- (b) we terminate your Digital Support Service for your breach,

we may charge you an early termination charge (**ETC**). The ETC is calculated as:

$0.65 \times A \times B$ where

A= the relevant monthly charge and

B= the number of months remaining in your Minimum Term.

- 6.7 After the Minimum Term, if the Service is terminated for any reason, there is no ETC, but there is no refund of pre-paid and partly-used monthly Core Services Plan amounts.

- 6.8 A Core Services Plan may not be downgraded during the Minimum Term of your service. A request for downgrade is treated as an early termination, so will attract an ETC.

- 6.9 If you cancel, or ask to reschedule an On-Site Photography appointment less than 48 hours before the agreed appointment time, or you do not attend at all, a Rescheduling Fee of \$175 will be charged.

7 HELP DESK AND SERVICE LEVELS

- 7.1 During the hours of 9 AM and 7 PM AEDT, excluding weekends and public holidays as recognised in the state of Victoria, we will make available a telephone help desk facility (**Help Desk**) to enable:

- (a) you to raise technical and user questions relating to the Service;
- (b) us to make and schedule changes to the Service when requested by you in accordance with the Service Levels; and
- (c) you to report any defects (i.e. any characteristic that makes the whole or any part of the Digital Support Services inoperable or inconsistent with the these term) with the Service,

OUR CUSTOMER TERMS CLOUD SERVICES – DIGITAL SUPPORT SERVICES

- 7.2 You can contact the Help Desk by calling the number provided in your Digital Support Services Welcome email, or such other number we may provide from time to time.
- 7.3 The Help desk is also available by emailing the email address provided in your Digital Support Services Welcome email, or such other address as we may provide from time to time.
- 7.4 When contacting the Help Desk, you must provide any information that we reasonably request.