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# Our Customer Terms

## myWorkplace Services Section

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### 1 About the myWorkplace Services Section

- 1.1 This is the myWorkplace Services Section of Our Customer Terms.
- 1.2 The [General Terms of our Customer Terms](#) also apply unless you have entered into a separate agreement with us which excludes the [General Terms of our Customer Terms](#).
- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in this section, then this section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of this section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the [General Terms of our Customer Terms](#).

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### 2 myWorkplace Booking Service

#### myWorkplace Booking Service

- 2.1 The Telstra myWorkplace Booking service (**myWorkplace Booking Service**) enables your Authorised Users to book and manage their attendance at your Sites and provides property teams managing those Sites with the capability to manage and track occupancy and capacity at those Sites and access and extract certain reporting data regarding your Sites.
- 2.2 The myWorkplace Booking Service comprises:
- (a) a mobile and web application which enables your Authorised Users to book and manage their attendance at your Sites, including booking desks, car spots and meeting rooms at Sites (**Employee App**);
  - (b) a web application which enables Authorised Users in your property team to manage and track occupancy and capacity at your Sites and view and extract reporting data regarding your Sites as made available to you from time to time (**Administrator App**); and
  - (c) if you select a Tier 1 or Tier 2 Software Plan (as described in your application form or separate agreement with us for the myWorkplace Booking Service), Project Manager Professional Services (if you elect to purchase them).

#### Eligibility

- 2.3 To order a myWorkplace Booking Service you must complete an order form (as provided to you).
- 2.4 To be able to use the myWorkplace Booking Service, you must:
- (a) have an internet connection and use a compatible browser and device (we can provide details of these on request);
  - (b) provide us with information and data regarding each of your Sites as necessary for us to provide the myWorkplace Booking Service, such as details of the floors and Bookable Spaces at each of your Sites (**Site Data**); and
  - (c) complete the integration of Your Data onto the myWorkplace Booking Service, including federating your corporate identity to enable your Authorised Users to login

to the Employee App and Administrator App with their corporate email address (**Integration**).

- 2.5 You must not resell or resupply the myWorkplace Booking Service (except as expressly set out in this clause 2).

### Post integration changes and API

- 2.6 If, after Integration is complete, you make a change to the Site Data that we have integrated with the myWorkplace Booking Service, the data displayed on the myWorkplace Booking Service may be inaccurate.

- 2.7 After Integration is complete:

- (a) your Authorised Users may create, remove, enable and disable Bookable Spaces in the Staff App via the Administrator App; and
- (b) if you wish to make a change to any other aspect of Site Data:
  - (i) you must notify us of those changes (and provide us with any further information we require in order to implement those changes); and
  - (ii) we will implement those changes provided that you agree to any additional charges that apply in respect of implementation of those changes (as notified to you).

- 2.8 We may (but are not obliged to) provide you with access to an application programming interface in connection with the myWorkplace Booking Service (**API**) via TelstraDev. If we make the API available to you, the terms set out in [Part H: TelstraDev Portal of the Cloud Services section of Our Customer Terms](#) apply to your access and use of TelstraDev.

### Your Data

- 2.9 The myWorkplace Booking Service and Your Data is hosted on the Microsoft Azure cloud service in Australia.
- 2.10 Subject to clause 2.15, you are responsible for the data that you provide (or procure for us) in connection with the myWorkplace Booking Service, including Site Data.
- 2.11 If we host, store, use, or disclose your data in relation to the myWorkplace Booking Service, you grant us a licence to do so. Without limiting the generality of the foregoing, we may use the data we collect in connection with providing the myWorkplace Booking Service to you to evaluate, modify, and develop products or services or the myWorkplace Booking Service, including after the termination or expiry of your myWorkplace Booking Service.

### Privacy

- 2.12 You must:
- (a) comply with the *Privacy Act 1988* (Cth) in relation to any Personal Information that forms part of Your Data;
  - (b) without limiting clause 2.12(a), obtain all required consents, and make all required disclosures and notifications, to ensure that:
    - (i) you are lawfully (including without breaching any Privacy Laws) able to provide and make available all Personal Information that you provide and

make available to us in connection with the my Workplace Booking Service;  
and

- (ii) we are lawfully (including without breaching any Privacy Laws) able to use the Personal Information you provide or make available to us in connection with the my Workplace Booking Service for the purposes of performing our obligations and exercising our rights under this clause 2 and, where relevant, our separate agreement with your for the myWorkplace Booking Service.

2.13 You indemnify us against all loss, damage, liability, costs or expenses that we suffer or incur (including penalties and fines) arising out of or in connection with your breach of clause 2.12.

### **Availability**

2.14 You acknowledge and agree that subject to 2.15:

- (a) we do not represent, warrant or guarantee that the my Workplace Booking Service will be accurate, continuous or fault free; and
- (b) the myWorkplace Booking Service may be temporarily unavailable (in whole or in part) for scheduled or unscheduled emergency maintenance from time to time because of the circumstances contemplated in 2.6 or otherwise.

2.15 For any liability which cannot lawfully be excluded, but can be limited, our liability is limited to our choice of re-supplying or paying the cost of re-supplying affected services and repairing or replacing affected goods or paying the cost of repairing or replacing affected goods.

### **Login details**

2.16 Your Authorised Users may access and use your my Workplace Booking Service using their corporate email address.

2.17 You must:

- (a) not authorise a third party service provider to access and use the my Workplace Booking Service on your behalf;
- (b) take all reasonable steps necessary to prevent unauthorised access to or use of the my Workplace Booking Service, including by ensuring that login details of your Authorised Users are protected from unauthorised use;
- (c) provide us with a corporate email address for your organisation for the purposes of accessing and using the my Workplace Booking Service to provide support in relation to the my Workplace Booking Service; and
- (d) notify us immediately after you become aware that any login details have been disclosed, provided or made available to, or otherwise accessed by, any person who is not an Authorised User.

### **Acceptable use**

2.18 You must:

- (a) use the my Workplace Booking Service in accordance with all applicable laws, including the *Privacy Act 1988* (Cth) and Australian Privacy Principles;

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## myWorkplace Booking Solution

- (b) not access or use the my Workplace Booking Service other than in accordance with this clause 2 and, where applicable, your separate agreement with us for the myWorkplace Booking Service;
- (c) act reasonably and comply with our reasonable directions, instructions and requests in relation to use of the my Workplace Booking Services;
- (d) for any software provided to you as part of or in connection with the my Workplace Booking Services:
  - (i) not remove any copyright, trade mark or similar notices on that software;
  - (ii) not decompile, disassemble, reverse compile or otherwise reverse engineer all or any portion of that software, including any source code, object code, algorithms, methods or techniques used or embodied therein;
  - (iii) not modify, translate or create derivative works based on that software.
- (e) not use the myWorkplace Booking Service, the Employee App or the Administrator App:
  - (i) to engage in any fraudulent or unlawful behaviour, or to defame, menace or harass any third party;
  - (ii) to gain unauthorised access to or interfere with any online resources or systems of any third party, including by any form of hacking;
  - (iii) for the purposes of accessing, storing, distributing, providing (including to us) or otherwise transmitting any information, data, material or content that:
    - (A) infringes the Intellectual Property Rights of any third party; or
    - (B) is unlawful, misleading, harmful threatening, defamatory, obscene, infringing, harassing, racially or ethnically offensive, discriminatory or that promotes discrimination;
    - (A) promotes unlawful violence;
    - (B) depicts sexually explicit images; or
    - (C) is discriminatory or promotes discrimination based on race, gender, colour, religious belief, sexual orientation or disability;
  - (i) in a manner that interferes or threatens to interfere with the efficiency or security of the my Workplace Booking Services or another person's use of the my Workplace Booking Services and Telstra's network or any other network;
  - (ii) to engage in or facilitate peer-to-peer file sharing (where relevant); or
  - (iv) in a manner that is reasonably likely to expose us to the risk of any third party claim, legal or administrative action.

### **Project Manager Professional Services myWorkplace Booking**

- 2.19 If you select a Tier 1 or Tier 2 Software Plan (as described in your application form or separate agreement with us for the myWorkplace Booking Service) then you may request, and we may agree to provide project management services in relation to your my Workplace

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Booking Service, as further described in an agreed Statement of Work for those services (**Project Manager Professional Services**).

- 2.20 The terms set out in the [Professional Services section of Our Customer Terms apply to our provision of the Project Manager Professional Services](#).

### Term

- 2.21 Your myWorkplace Booking Service begins on the date it is activated, and continues for an initial term of 12 months (**Initial Term**) and for consecutive 12 mon periods (each a **Renewal Term**) thereafter, unless terminated earlier in accordance with this clause 2 or, where applicable, your separate agreement with us for the myWorkplace Booking Services.

### Termination

- 2.22 Either party may terminate the myWorkplace Booking Service on 30 days written notice to the other party.
- 2.23 We may use third party services in order to provide the my Workplace Booking Service to you. If one of our third party service providers suspends or terminates our access to a service we rely on to provide your my Workplace Booking Service or an aspect of your my Workplace Booking Service, we may suspend or terminate your my Workplace Booking Service or that aspect of your my Workplace Booking Service, as relevant, after giving you as much notice as is reasonably possible in the circumstances.
- 2.24 No early termination charges are payable if your my Workplace Booking Service is terminated before the end of the Initial Term or a Renewal Term. However, if your my Workplace Booking Service is terminated for any reason other than our material breach, you will not be entitled to a refund of the onboarding charges set out in your application form or separate agreement with us.

### Pricing

- 2.25 You must pay us the charges set out in your application form or separate agreement with us for the myWorkplace Booking Service.
- 2.26 We will invoice you:
- (a) upfront in advance for the onboarding fee set out in your application form or separate agreement with us for the myWorkplace Booking Service; and
  - (b) monthly in arrears for the software charges for your Software Plan as set out in your application form or separate agreement with us for the myWorkplace Booking Service.

### Software Plans

- 2.27 There are two types of plans for the my Workplace Booking Service (**Software Plans**):

Plan type	Description
PAYG	These plans allow you to pay for access to and use of the my Workplace Booking Service on or pay-as-you-go ( <b>PAYG</b> ) basis.
Fixed	These plans allow you to pay a fixed price for access to and use of the my Workplace Booking Service.

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2.28 Your Software Plan selection as at the date your myWorkplace Service is activated is set out in your application form or separate agreement with us for the myWorkplace Booking Service. You may move to another Software Plan at any time during a monthly billing cycle. If you do so:

- (a) your monthly charges for that month will be based on the Software Plan you last selected; and
- (b) any Software Plan change (including any changes to the charges for your Software Plan) will be effective on the first day of the following billing month.

### Volume commitment

2.29 The charges for each Software Plan (set out in your application form or separate agreement with us for the my Workplace Booking Service) are based on the assumption that you will meet (but not exceed) a certain number of Booked Resources each month.

2.30 Without limiting clause 2.31, if:

- (a) you select a PAYG Software Plan and:
  - (i) the charges for your actual usage of the my Workplace Booking Service in a month (including as calculated in accordance with clause 2.30(b) where applicable) are equal to or less than the Minimum Charge, you must pay us the Minimum Charge; or
  - (ii) the charges for your actual usage of the myWorkplace Booking Service in a month exceeds the Minimum Charge for that PAYG Software Plan, you must pay us the charges for your actual usage of the my Workplace Booking Service in that month;
- (b) you select a Tier 1 or Tier 2 PAYG Software Plan (as described in your application form or separate agreement with us for the myWorkplace Booking Service) and you do not meet at least 75% of the Minimum Volume Commitment for that PAYG Software Plan during a month:
  - (i) your charges for that PAYG Software Plan in that month will instead be based on the charges for the PAYG Software Plan that includes a Minimum Volume Commitment that is closest to (but lower than) your actual number of Booked Resources in that month; and
  - (ii) we may issue you with a retrospective invoice for any additional charges and you must pay that invoice; and
- (c) you exceed the Maximum Volume Commitment for a Software Plan, excess charges apply at the rate set out in your application form or separate agreement with us for the my Workplace Booking Service.

### Example

Where:

- (a) **Tier 1 PAYG Software Plans** include a Minimum Volume Commitment of 10,000 Booked Resources, a Maximum Volume Commitment of 20,000 Booked Resources and a Minimum Charge of \$15,000;



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- (b) **Tier 2 PAYG Software Plans** include a Minimum Volume Commitment of 5,000 Booked Resources, a Maximum Volume Commitment of 9,999 Booked Resources and a Minimum Charge of \$10,000; and
- (c) **Tier 3 PAYG Software Plans** include a Minimum Volume Commitment 500 Booked Resources, a Maximum Volume Commitment of 4,999 Booked Resources and a Minimum Charge of \$1,500.

If you select a Tier 1 PAYG Software Plan in a month but you have only reached 7,000 Booked Resources in that month then:

- (a) your charges for that month will be calculated at \$2 per Booked Resource; and
- (b) given that your charges for that month will be \$14,000, which is lower than the \$15,000 Minimum Charge for the a PAYG Tier 1 Software Plan, we will charge you (and you must pay us) the \$15,000 Minimum Charge for that month.

2.31 If you:

- (a) fail to meet the Minimum Volume Commitment for your Software Plan in a month then, in the following month, you will only be eligible for Software Plans with a lower Minimum Volume Commitment (if you are not already on a Software Plan with the lowest Minimum Volume Commitment); and
- (b) exceed the Maximum Volume Commitment for your Software Plan in a month then, in the following month, you will only be eligible for Software Plans with a higher Maximum Volume Commitment (if you are not already on a Software Plan with the highest Maximum Volume Commitment).

### Examples

Where:

- (c) **Tier 1 Software Plans** include a Minimum Volume Commitment of 10,000 Booked Resources and a Maximum Volume Commitment of 20,000 Booked Resources;
- (d) **Tier 2 Software Plans** include a Minimum Volume Commitment of 5,000 Booked Resources and a Maximum Volume Commitment of 9,999 Booked Resources; and
- (e) **Tier 3 Software Plans** include a Minimum Volume Commitment 500 Booked Resources and a Maximum Volume Commitment of 4,999 Booked Resources.

**Example 1:** If you select a Tier 2 Software Plan but have only reached 4,000 Booked Resources during a month then, in the subsequent month, you will only be eligible for Tier 3 Plans.

**Example 2:** If you select a Tier 3 Software Plan but have reached 5,000 Booked Resources during a month then, in the subsequent month, you will only be eligible for Tier 1 Software Plans and Tier 2 Software Plans.

2.32 We will notify you at the end of a month if you are no longer eligible for a Software Plan.

### Definitions

2.33 Terms used in clause 2 and not otherwise defined in Our Customer Terms have the following meanings:

**Administrator App** has the meaning given to it in clause 2.2(b) of this section of our Customer Terms.

**Authorised User** means any individual whom you authorise to access and use the my Workplace Booking Service.

**Bookable Resources** means desks, car spots and meeting rooms that may be booked by Authorised Users at each of your Sites.

**Booked Resource** means a Bookable Resource that has been booked by an Authorised Users using the my Workplace Booking Service.

**Employee App** has the meaning given to it in clause 2.2(a) of this section of Our Customer Terms.

**Initial Term** has the meaning given to it in clause 2.21 of this section of Our Customer Terms.

**Integration** has the meaning given to it in 2.4(c) of this section of Our Customer Terms.

**Maximum Volume Commitment** means the maximum volume commitment for a Software Plan, as set out in your application form or separate agreement with us for the my Workplace Booking Service.

**Minimum Charge** means the minimum monthly charge for each Software Plan set out in your application form or separate agreement with us for the my Workplace Booking Service.

**Minimum Volume Commitment** means the minimum volume commitment for a Software Plan, as set out in your application form or separate agreement with us for your my Workplace Booking Service.

**my Workplace Booking Service** has the meaning given to it in clause 2.1 of this section of Our Customer Terms.

**Personal Information** has the meaning given to it in the *Privacy Act 1988* (Cth).

**Privacy Laws** means the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth), the *Telecommunications Act 1997* (Cth) and any registered APP Code that binds a party, our privacy policy (available at [www.telstra.com.au/privacy](http://www.telstra.com.au/privacy)) and any other Laws, industry codes and policies relating to the handling of Personal Information.

**Project Manager Professional Services** has the meaning given to it in clause 2.19 of this section of Our Customer Terms.

**Renewal Term** has the meaning given to it in clause 2.21 of this section of Our Customer Terms.

**Site** means each of your premises identified in the relevant order form for your my Workplace Booking Service.

**Site Data** has the meaning given to it in clause 2.4(b) of this section of Our Customer Terms.

**Statement of Work** means a statement of work (or similar document) agreed between you and us for the Project Manager Professional Services.

**Software Plan** has the meaning given to it in clause 2.27 of this section of Our Customer Terms.

**Your Data** means the Site Data any information or data that you or your Authorised Users input into the Employee App and Administrator App.

### 3 myWorkplace Occupancy Service

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#### myWorkplace Occupancy Service

3.1 Each myWorkplace Occupancy service (**myWorkplace Occupancy Service**) allows you to access real time and historical data regarding desk, room and building occupancy at the Site(s). It comprises:

- (a) one or more Sensor Devices;
- (b) installation, configuration and cabling in relation to one or more Sensor Devices in accordance with clause 3.21 (**Installation Services**); and
- (c) access to Telstra's myWorkplace Occupancy platform (**Platform**),

as further described in this clause 3.

3.2 The myWorkplace Occupancy Services do not include any:

- (a) connectivity (including Ethernet switches, routers, mobile data or network infrastructure);
- (b) onsite support;
- (c) floor screen kiosk hardware, setup or integration; or
- (d) any other professional services.

3.3 You may request, and we may agree to provide, any of the services described in clause 3.2 on separate terms and pricing.

#### Term and Termination

3.4 Your myWorkplace Booking Service commences on the date it is activated and continues for the term set out in your application form or separate agreement with us for the myWorkplace Occupancy Service (**Initial Term**), and on a month-to-month basis thereafter, unless otherwise terminated in accordance with this clause 3 or, where applicable, your separate agreement with us for the myWorkplace Services.

3.5 Either party may terminate the myWorkplace Occupancy Service at any time on 30 days prior written notice to the other party.

3.6 On termination or expiry of your myWorkplace Occupancy Service:

- (a) you must pay us any outstanding invoices or charges in respect of the Sensor Devices ordered prior to the date of termination or expiry; and

- (b) the licence we grant you to access and use the Platform under clause 3.15 is terminated and you must not access or use the Platform.
- 3.7 **If you signed up for or renewed your myWorkplace Occupancy Service on or before 26 October 2021** then, on termination in accordance with clause 3.11, we will refund you any fees already paid for myWorkplace Occupancy Services unable to be performed.
- 3.8 **If you sign up for or renew you are your myWorkplace Occupancy Service after 26 October 2021** then, if we terminate your myWorkplace Occupancy Service for convenience or in accordance with clause 3.11, we will refund you any fees already paid for myWorkplace Occupancy Services unable to be performed (other than any charges for Sensor Devices).

### Third party suppliers

- 3.9 We may use third party suppliers to provide or contribute to elements of the myWorkplace Occupancy Service (**Third Party Suppliers**).
- 3.10 Our Third Party Suppliers may require you to agree to additional terms and policies (such as their privacy policies) in order to continue receiving the myWorkplace Occupancy Services. We will notify you of such terms and policies and how to accept them. If you do not accept those terms and policies you may not be eligible to continue to receive the myWorkplace Occupancy Services and we may:
- (a) suspend the myWorkplace Occupancy Services until you choose to accept those terms and policies; or
  - (b) terminate the myWorkplace Occupancy Services,
- immediately on notice to you.
- 3.11 If one of our Third Party Suppliers stops providing us with such elements of the myWorkplace Occupancy Service, we may terminate the myWorkplace Occupancy Services by giving you as much written notice as reasonably practicable.

### Your obligations

- 3.12 You are responsible for:
- (a) connecting the Sensor Devices to your own network and networking equipment to ensure that the data from the Sensor Devices is transmitted to the Platform (unless otherwise agreed with us in writing);
  - (b) advising staff, customers and other relevant stakeholders that your spaces will be fitted with the Sensor Devices, and managing interactions (including obtaining consent as appropriate) with those staff, customers and stakeholders;
  - (c) ensuring that you and your Authorised Users comply with clauses 3.13 and 3.14 of this section of Our Customer Terms and otherwise use the myWorkplace Occupancy Services in accordance with this clause 3 and all relevant Laws, including in particular all Privacy Laws;
  - (d) the activity of your Authorised Users' in connection with the myWorkplace Occupancy Services; and
  - (e) any other inputs identified as your responsibility in this clause 3 (unless otherwise agreed with us in writing).

3.13 You must:

- (a) comply with all of our reasonable directions, instructions and requests in relation to the myWorkplace Occupancy Services, including any instructions about the types of spaces that the Sensor Devices may be installed in;
- (b) ensure that the Sensor Devices are operated within the recommended Operating Temperature;
- (c) report all known faults in the myWorkplace Occupancy Service to us;
- (d) only use the myWorkplace Occupancy Services for your internal business purposes, unless we agree otherwise in writing;
- (e) take all reasonable steps to prevent unauthorised access to or use of the myWorkplace Occupancy Service including by ensuring that your username and password and those of your Authorised Users are protected from unauthorised use; and
- (f) for any software provided to you as part of or in connection with the myWorkplace Occupancy Services:
  - (i) not remove any copyright, trade-mark or similar notices on that software;
  - (ii) not attempt to reverse engineer, decompile, disassemble, or derive any part of the source code of that software; and
  - (iii) not modify, translate, or create derivative works based on that software; and
- (g) comply with all applicable Laws.

3.14 You must not:

- (a) resell or make the myWorkplace Occupancy Services available to other persons without our prior written consent;
- (b) use the myWorkplace Occupancy Services:
  - (i) to engage in any fraudulent or unlawful behaviour or in a manner that may menace, harass or defame any person, or which may breach any Law;
  - (ii) to gain unauthorised access to or interfere with any online resources or systems of any third party, including by any form of hacking;
  - (iii) for the purposes of accessing, storing, distributing, providing (including to us) or otherwise transmitting any information, data, Material or content that:
    - (A) infringes the Intellectual Property Rights of any third party;
    - (B) is unlawful, misleading, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
    - (C) promotes unlawful violence;
    - (D) depicts sexually explicit images; or

- (E) is discriminatory or promotes discrimination based on race, gender, colour, religious belief, sexual orientation or disability;
- (iv) in a manner that interferes or threatens to interfere with the efficiency or security of the myWorkplace Occupancy Services or another person's use of the myWorkplace Occupancy Services and our network or any other network;
- (v) to engage in or facilitate peer-to-peer file sharing (where relevant); or
- (vi) in a manner which may expose us to the risk of any third party claim, legal or administrative action.

### Licence terms

3.15 Subject to you paying the applicable charges for the myWorkplace Occupancy Service and complying with the terms in this clause 3 and, where applicable, your separate agreement with us for the myWorkplace Occupancy Service, we grant you a non-exclusive, non-transferable right and licence for the term of that myWorkplace Occupancy Service to:

- (a) access and use the Platform; and
- (b) allow your Authorised Users to access and use the Platform,

in accordance with this clause 3 and, where applicable, your separate agreement with us for the myWorkplace Occupancy Service, for your internal business purposes.

3.16 We or our third party supplier retain all rights in the Platform and any software in the Sensor Devices (including any related software and technology) and the Material that we provide you or that you access or use through the Platform other than Your IP (**Background IP**). All modifications and enhancements to the Background IP are also to be treated as Background IP. If you modify or enhance the Background IP in any way (whether or not authorised and without prejudice to our rights in relation to any unauthorised modifications or enhancements) you assign to the owner of such Background IP all Intellectual Property Rights in those modifications or enhancements immediately from creation.

3.17 You retain all Intellectual Property Rights in any Material you provide to us through or in connection with the Platform (**Your IP**).

### Title and risk

3.18 Risk in each Sensor Device passes to you:

- (a) if the Sensor Device will be delivered to your nominated delivery address prior to the installation, on delivery to your nominated address; and
- (b) if a Sensor Device will be delivered to us, or our nominated Third Party Service Provider, on installation at the relevant Site.

3.19 Title in each additional Sensor Device and any replacement parts:

- (a) remains with us until you have paid us in full for that Sensor Device; and
- (b) passes to you once you have paid the relevant fees or charges for that Sensor Device in full.

### Software and firmware

- 3.20 To the extent that you need to use software and firmware installed on the Sensor Devices (**Device Software**) to operate them, you are licensed to do so but you must not (and must not permit any third party to) copy, remove or otherwise operate the Device Software independently of the Sensor Device on which it is installed.

### Installation of Sensor Devices

- 3.21 The terms set out in the [Other Services - Professional Services section of Our Customer Terms](#) apply to our provision of the Installation Services.
- 3.22 We will install, configure and cable in the Sensor Devices at the Sites and in the locations that you nominate, as further described in an agreed Statement of Work for those Installation Services.
- 3.23 If you wish to make a change to a Sensor Device you must ensure that a Telstra technician is onsite to either perform that change or supervise that change.
- 3.24 If you make a change to a Sensor Device or objects or areas to be monitored by a Sensor Device without the supervision of a Telstra technician then one or more Sensor Devices will not work as intended.

### Activation of Sensor Devices

- 3.25 Sensor Devices will be activated on the Platform (so that you can see data collected by those Sensor Devices on the Platform) on a floor by floor basis at your Sites. That is, subject to clause 3.29, all Sensor Devices located on the same floor of a Site will be activated on the Platform at the same time (and different Sensor Devices located on the same floor of a Site cannot be activated on the Platform at different times).
- 3.26 You may nominate the order in which floors at a Site are activated on the Platform.
- 3.27 Once a Sensor Device has been activated it cannot be deactivated during the Initial Term. However, you may ask us to, or we may permit you to, move Sensor Devices to different locations and floors at your Sites.
- 3.28 You may order additional Sensor Devices to use with the myWorkplace Occupancy Service at any time.
- 3.29 If you ask us to install an additional Sensor Device on a floor of your Site where all Sensor Devices have already been activated on the Platform, then we will activate that Sensor Device on the Platform after it has been installed.

### Your obligations regarding Sensor Devices

- 3.30 You must:
- (a) ensure that each Sensor Device:
    - (i) operates within the recommended Operating Temperature; and
    - (ii) is installed such that there is a distance of between 2.5 to 4 metres from the Sensor Device to the floor of the space in which the Sensor Device is installed (if we permit you or your nominated third party installer to install or move a Sensor Device);
  - (b) use the Sensor Devices in accordance with our reasonable directions;

- (c) co-operate with, and provide all reasonable assistance to us when we request assistance, instructions or guidance;
- (d) not make or permit to be made any alterations, modifications, adjustments, repairs or servicing to the Sensor Devices except by us or by a person authorised by us; and
- (e) not remove, cover, alter or otherwise tamper with any labels affixed to the equipment for the purpose of identifying the equipment, warranty, service coverage or other service description.

### Support

- 3.31 You can contact us via our help desk during Support Hours for assistance in relation to any faults or problems with your myWorkplace Occupancy Service (**Help Desk**). You can contact the Help Desk at:

1800 325 220.

- 3.32 We aim to acknowledge receipt of a request made to the Help Desk within 24 Business Hours of receipt of those requests.

### Not designed for failsafe use

- 3.33 You acknowledge and agree, and must ensure that your Authorised Users are aware, that:

- (a) while we will provide the myWorkplace Occupancy Service consistent with prevailing industry standards in a manner that endeavours to minimise errors and interruptions in the myWorkplace Occupancy Service, it may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by our Third Party Suppliers, or because of other causes beyond our reasonable control; and
- (b) subject to non-excludable statutory guarantees, we do not promise that use of the myWorkplace Occupancy Service will be uninterrupted or error free,

and as such, for any application that requires fail-safe or uninterrupted connectivity, you need to both implement a business continuity plan to address interruptions and to put in place separate backup services or arrangements to provide alternative coverage during any interruption.

### Maintenance

- 3.34 We will use our best endeavours to provide you with reasonable prior written notice if the myWorkplace Occupancy Services will be unavailable for scheduled or planned maintenance. We aim to conduct scheduled or planned maintenance during the hours of 7pm to 6am (AEST).

### Pricing

- 3.35 You must pay us the applicable charges set out in your application form or separate agreement with us for the myWorkplace Occupancy Service and in any agreed Statement of Work for the Installation Services.

- 3.36 You may purchase Sensor Devices either:

- (a) upfront in advance; or



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- (b) if you are acquiring the myWorkplace Occupancy Service for business purposes and are not a sole trader, on a monthly repayment option (**Monthly Repayment Option** or **MRO**) under which we allow you to pay the cost of a Sensor Device (plus an additional amount on account of our costs in providing an extended payment term) by monthly instalments over the MRO Term identified in your application form or separate agreement with us for the myWorkplace Occupancy Service.
- 3.37 If you purchase a Sensor Device on a MRO then:
- (a) you warrant that you are acquiring the myWorkplace Occupancy Service for business purposes and are not a sole trader; and
- (b) your total monthly instalments for that Sensor Device (comprising the monthly repayment cost of that Sensor Device plus an additional amount on account of our costs in providing an extended payment term) are set out in your application form or separate agreement with us for the myWorkplace Occupancy Service.
- 3.38 We will invoice you:
- (a) upfront in advance for Sensor Devices you purchase upfront;
- (b) monthly in advance for Sensor Devices you purchase on a MRO; and
- (c) either monthly or yearly in advance for access to and use of the Platform (at your election).

### **Early termination charges – if you signed up for or renewed your myWorkplace Occupancy Service on or before 26 October 2021**

- 3.39 This clause 3.39 applies if you signed up for or renewed your myWorkplace Occupancy Service on or before 26 October 2021. If you terminate your myWorkplace Occupancy Service (or any part of your myWorkplace Occupancy Service) for any reason other than our material breach of this clause 3 or, where applicable, our separate agreement with you for the myWorkplace Occupancy Service, then we will charge you an early termination charge calculated as follows as at the effective date of that termination or cancellation:

$$\text{ETC} = (60\% \times A \times B) + C$$

where:

A = the monthly Platform charges

B = the number of months (or part thereof) remaining in the Initial Term after the effective date of the termination or cancellation

C = any unpaid charges for Sensor Devices as at the date of termination or cancellation

### **Early termination charges – if you sign up for or renew your myWorkplace Occupancy Service after 26 October 2021**

- 3.40 Clauses 3.41 and 3.42 apply if you sign up for or renew your myWorkplace Occupancy Service after 26 October 2021.
- 3.41 If your myWorkplace Occupancy Service (or any part of your myWorkplace Occupancy Service) is terminated or cancelled for any reason then you must pay us any unpaid charge for Sensor Devices as at the date of termination or cancellation.

- 3.42 If your myWorkplace Occupancy Service (or any part of your myWorkplace Occupancy Service) is cancelled for any reason, other than by us under clause 3.5 or for our material breach of this clause 3 or, where applicable, our separate agreement with you for the myWorkplace Occupancy Service, then we will charge you an early termination charge calculated as follows as at the effective date of that termination or cancellation:

$$\text{ETC} = (60\% \times A \times B)$$

where:

A = the monthly Platform charges

B = the number of months (or part thereof) remaining in the Initial Term after the effective date of the termination or cancellation

- 3.43 You agree that the above early termination charges are a genuine pre-estimate of the loss we are likely to suffer if your myWorkplace Occupancy Service is cancelled in the circumstances contemplated in clauses 3.41 and 3.42.

### Warranties

- 3.44 Each party warrants that the other party's use of the first party's Material in accordance with this Agreement will not infringe the Intellectual Property Rights or other rights of any third party.
- 3.45 In addition to your rights under the Australian Consumer Law, we warrant that the Sensor Devices will comply in all material respects with the specifications expressly set out in this clause 3 (**Specifications**) during the Warranty Period. Further information regarding your potential rights under the Australian Consumer Law, and the process for claiming under this voluntary warranty are set out under 'Important Warranty Information' at the following link: <https://www.telstra.com.au/customer-terms>.
- 3.46 Subject to your rights under the Australian Consumer Law, and to the extent permitted by law:
- (a) our sole liability for any Defect in a Sensor Device is limited to repairing, replacing or paying the cost of repairing or replacing affected Sensor Device; and
  - (b) unless expressly provided otherwise in this clause 3 or, where applicable, your separate agreement with us for the myWorkplace Occupancy Service, we do not provide any warranties or guarantees in relation to the myWorkplace Occupancy Services (including in relation to security).
- 3.47 If we determine that there is a Defect in your Sensor Device, we will aim to dispatch a replacement Sensor Device to you within 5 Business Days of determining that there is a Defect in your Sensor Device.

### Your data

- 3.48 If we host, store, use, or disclose your data in relation to the myWorkplace Occupancy Services, you grant us a licence to do so. Without limiting the generality of the foregoing, we may use the data we collect in connection with providing myWorkplace Occupancy Services to you to evaluate, modify, and develop products or services or the myWorkplace Occupancy Service, including after expiry of your myWorkplace Occupancy Service.

### Privacy and surveillance

- 3.49 Each party must comply with all Privacy Laws in relation to Personal Information, whether or not it is an organisation bound by the Privacy Laws.
- 3.50 You must:
- (a) ensure that the Sensor Devices and the spaces they are attached to (with and without the Sensor Devices connected) comply with all Laws that apply to you, including Laws regarding health, safety and the environment, surveillance and therapeutic goods;
  - (b) make all disclosures and obtain all consents required to ensure that:
    - (i) you are lawfully (including without breaching any Privacy Laws or workplace surveillance Laws) able to receive and use the myWorkplace Occupancy Services in accordance with this clause 3 and, where applicable, your separate agreement with us for the myWorkplace Occupancy Service; and
    - (ii) you are lawfully (including without breaching any Privacy Laws) able to provide, disclose or make available all Personal Information that you provide and make available to us in connection with the myWorkplace Occupancy Service;
    - (iii) we are lawfully (including without breaching any Privacy Laws or workplace surveillance Laws) able to provide and make available the myWorkplace Occupancy Services to you in accordance with this Agreement and otherwise collect, store, use, disclose or otherwise deal with Personal Information that you provide or make available to us in connection with the myWorkplace Occupancy Service for the purposes of performing our obligations and exercising our rights under this clause 3 and, where applicable, our separate agreement with you for the myWorkplace Occupancy Service.
- 3.51 You indemnify us against all loss, damage, liability, costs or expenses that we suffer or incur (including penalties and fines) arising out of or in connection with your breach of clause 3.50.

### Definitions

- 3.52 Terms used in this clause 3 and not otherwise defined in Our Customer Terms have the following meanings:

**Authorised Users** means the individuals you authorise to access and use the myWorkplace Occupancy Services.

**Business Day** means any day other than a Saturday, Sunday or recognised public holiday in the jurisdiction where the relevant myWorkplace Occupancy Services are provided.

**Business Hours** means the hours of 8am to 5pm (AEST) on Business Days.

**Defect** in respect of a Sensor Device means a failure of that Sensor Device to comply in all material respects with the Specifications during the Warranty Period for that Sensor Device.

**Initial Term** has the meaning given to it in clause 3.4 of this section of Our Customer Terms.

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**Installation Services** has the meaning given to it in clause 3.1(b) of this section of Our Customer Terms.

**Laws** means all applicable laws, regulations, standards, codes, manufacturing requirements and industry codes of practice, including any Privacy Laws and other laws, regulations or standards that apply to the production, distribution and use of the spaces that will be monitored by the Sensor Devices.

**Material** means software, firmware, tools, documentation, reports, data diagrams, procedures, plans and other materials.

**myWorkplace Occupancy Service** has the meaning given to it in clause 3.1 of this section of Our Customer Terms.

**Operating Temperature** means 0 degrees Celsius to 45 degrees Celsius.

**Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

**Platform** has the meaning given to it in clause 3.1(c) of this section of Our Customer Terms.

**Privacy Laws** means the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth), the *Telecommunications Act 1997* (Cth) and any registered APP Code that binds a party, our privacy policy (available at [www.telstra.com.au/privacy](http://www.telstra.com.au/privacy)) and any other Laws, industry codes and policies relating to the handling of Personal Information.

**Sensor Device** means an occupancy sensor device.

**Site** means the premises at which each myWorkplace Occupancy Service is provided, as agreed between the parties.

**Specifications** has the meaning given to it in clause 3.45 of this section of Our Customer Terms.

**Statement of Work** means a statement of work (or similar document) agreed between you and us for the Installation Services.

**Support Hours** means 6am – 7pm on Business Days.

**Third Party Supplier** has the meaning given to it in clause 3.9 of this section of Our Customer Terms.

**Warranty Period** in respect of a Sensor Device means:

- (a) a period of 3 years from the date that Sensor Device is delivered to you; or
- (b) the period commencing on the date that Sensor Device is delivered to you and ending on the date that the relevant myWorkplace Occupancy Service expires or is terminated,

whichever is shorter.

**Your IP** has the meaning given to it in clause 3.17 of this section of Our Customer Terms.