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Certain words are used with the specific meanings set out on page 13 and in [the General Terms of our Customer Terms](#).

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## 1 About the Telstra Smart Home service section

### Our Customer Terms

- 1.1 This is the Telstra Smart Home service (**Service**) section of Our Customer Terms.
- 1.2 The [General Terms of Our Customer Terms](#) apply.

### Inconsistencies

- 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.
- 1.5 These Our Customer Terms apply for customers who purchase the Service before 28 August 2018.

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## 2 About the Service

### What is the Service?

- 2.1 The Service provides you with the ability to connect and control your Telstra Smart Home Devices by way of the Telstra Smart Home App.

### Components of the Service

- 2.2 The Service comprises some or all of the following components:
  - (a) access to the Service via the Telstra Smart Home App and Web Portal;
  - (b) one or more Telstra Smart Home Devices;
  - (c) hosting;
  - (d) SMS and email alerts; and
  - (e) the provision of a help desk.
- 2.3 More detail about each of these features (including which one you have chosen) is

set out below and in your application form or separate agreement with us.

- 2.4 We may also agree to provide installation of certain Telstra Smart Home Devices in certain circumstances for a fee.

### **Eligibility**

- 2.5 To be eligible for the Service, you must separately have and maintain for the duration of your Service:

- (a) a home broadband plan that is compatible with the Service; and
- (b) a mobile device that:
  - (i) is compatible with the iOS or Android Telstra Smart Home App;
  - (ii) has an internet connection;
  - (iii) and is capable of receiving SMS messages.

- 2.6 We may elect not to provide your Service if you are not, or cease to be, eligible for the Service.

- 2.7 You can only acquire the Service for use in relation to your residential premises (as determined by us in our reasonable discretion).

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

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

### **Availability**

- 2.10 The Service may not be available in all locations.

- 2.11 You acknowledge that we do not support all mobile platforms or all browsers, and it is your responsibility to acquire and maintain supported platforms and browsers.

- 2.12 We can provide you with details of supported platforms and browsers on request.

- 2.13 If you do not maintain supported browsers and platforms, you may not be able to use the Service, or we may be limited in the support that we can provide to you, and you will still be liable for all fees and charges in relation to your Service.

### **Using the Service**

- 2.14 You must only allow the Service (and any part of it) to be used in accordance with these terms.

- 2.15 You must not use the Service (or any part of it) for any purpose other than that for which it was intended. This includes, but is not limited to, not using the Service for high risk scenarios or scenarios that include a risk to health.

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### 3 Telstra Smart Home App and Web Portal

- 3.1 The Telstra Smart Home App is the primary way you will access and use the features of your Service. From the app you will be able to control and configure your Telstra Smart Home Devices, view live camera feeds (compatible camera required), view activity history and setup automations including alerts.
- 3.2 Initial setup of your Service must be done from the Telstra Smart Home App, which will guide you through the activation and setup process.
- 3.3 Once setup is completed, you can access the Service from a computer with a compatible web browser by visiting [smarthome.telstra.com](http://smarthome.telstra.com) to access the Web Portal.
- 3.4 The Telstra Smart Home app works on compatible Android and iOS smartphones and tablets and is available to download from Google Play or the Apple App Store. Data to download the Telstra Smart Home App and use your Telstra Smart Home Service (including access via the App or Web Portal) is metered and will count towards your home broadband or mobile data limits.
- 3.5 The Telstra Smart Home App will be updated periodically. For best performance, we recommend updating the App to the latest version as it becomes available, you can do this from the Google Play or Apple App store on your compatible device.

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### 4 Telstra Smart Home Devices

- 4.1 You may purchase additional Telstra Smart Home Devices from us or participating retail stores. Additional devices are available online or via participating retail stores from time to time and may be purchased outright or via Repayment Option (RO) over 12 or 24 months.
- 4.2 The Service is not compatible with devices other than Telstra Smart Home Devices and you must not attempt to combine the Service with a device other than a Telstra Smart Home Device.

#### Warranty

- 4.3 Each Telstra Smart Home Device is covered by a 24 month voluntary warranty. Details of the applicable warranty are provided with each Telstra Smart Home Device. These voluntary warranties do not limit your rights to any guarantees under

the Australian Consumer Law.

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### **5 Data and hosting**

- 5.1 Your service includes cloud storage for 30 x 15 second video files per day, and 30 image files per day captured with a compatible Telstra Smart Home camera.
- 5.2 Each file is saved in the cloud for a period of 30 days after which time it will be deleted automatically. You may choose to download any captured video or image files to your computer or compatible device via the Telstra Smart Home App or Web Portal before they are deleted should you wish to keep them.
- 5.3 Where you provide us any information or data of any kind as part of the Service, you acknowledge and agree that we may use, copy, modify and transmit that data as necessary to perform the Service, including by providing it to third party service providers (and we can grant them the same rights as you grant us). You warrant that you have the right to give us any information or data provided in connection with the Service.

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### **6 SMS alerts**

- 6.1 The Service enables you to set up SMS alerts to be sent to a nominated Australian mobile number to notify you of the occurrence of certain specified events detected by your Telstra Smart Home Devices. SMS alerts can only be sent to Australian mobile numbers.
- 6.2 As long as you have a Service plan, you will not be charged for the delivery of SMS alerts in Australia. If you are roaming overseas, your service provider may charge you to receive these alerts.
- 6.3 To receive SMS alerts you must have a device that is capable of receiving SMS messages at the time that the SMS alert is sent, and configure the Service to send the alerts.
- 6.4 Your Service plan provides you with 200 SMS alerts in total per day. Once daily limits for SMS, video or images are met, you will no longer be able to send or store any more until the start of the following day (12am). You can see how many SMS alerts, videos and images you have saved for the day, and how many you have left for the day within the Telstra Smart Home App and Web Portal.

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### **7 Help desk**

- 7.1 Technical support is available 24 hours a day 7 days a week by calling 13 22 00 and

saying “smart home fault” at the voice prompt.

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## 8 Your responsibilities and other obligations

### General

- 8.1 A reference to “you” in relation to this clause 8 includes a reference to anyone else (other than us or our representatives) who uses the Services.
- 8.2 In order to provide the Service, we may need input or assistance from you.
- 8.3 You understand that the Service may be unsuitable, may have errors and/or may be delayed if you do not provide us with the assistance we ask for.
- 8.4 You are responsible for the following activities. If you do not carry out these activities, we may be unable to provide the Services and you accept that we are excused from performing the Services in those circumstances:
- (a) (unless we agree with you otherwise) installation of Telstra Smart Home Devices and their connection to your Service;
  - (b) obtaining the necessary permissions and consents for your proposed use of the Service;
  - (c) setting the rules for any SMS alerts;
  - (d) properly and effectively deploying the Service and Telstra Smart Home Devices to match your intended purposes; and
  - (e) performing any testing of the Service and Telstra Smart Home Devices to ensure that they are operating satisfactorily.
- 8.5 You are responsible for any damage to or destruction of Service or Telstra Smart Home Devices, including the cost of repairs caused by or resulting from any act of you or any other person (except our agents or employees).
- 8.6 You must not permit anyone other than us or our representatives to replace any parts, carry out maintenance on, or make adjustments or repairs to, your Service or Telstra Smart Home Devices.
- 8.7 Use of the Service is subject to ‘fair use’ as reasonably determined by us from time-to-time. We will inform you if we consider you to be in breach of ‘fair use’. Unless you immediately cease the conduct in question, we are entitled to terminate your Service without liability to you.

- 8.8 You must:
- (a) comply with all laws and regulations (including any applicable export control laws and regulations);
  - (b) not reverse engineer, decompile or otherwise discover the application programming interface of the Services; or
  - (c) not resell distribute, or otherwise use the Services to generate income.
- 8.9 You must not, and must ensure that other people do not, attempt to gain unauthorised access to the Service, accounts, computer systems or networks connected to the Service, through hacking, password mining or by any other means.
- 8.10 You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service.
- 8.11 We may suspend or cancel your Service without liability to you if you breach this clause 8.

### **VERY IMPORTANT INFORMATION**

- 8.12 The Service has the potential to be used by you in a manner which could breach Federal, State and Territory privacy laws and Federal, State and Territory listening devices and surveillance laws it is solely your responsibility to ensure that you use the service as permitted by all relevant laws. You indemnify us against any loss arising from a claim against us arising from your breach of any law in connection with the Service.

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## **9 Fees and charges**

- 9.1 You agree to pay all the applicable fees and charges incurred in respect of your Service.

We will invoice you for ongoing Service plan charges monthly in advance.

### **Service plan**

The monthly charge for the Service plan is payable for each month you keep the Service.

### **Telstra Smart Home Starter Kits**

- 9.2 Unless we agree otherwise, Telstra Smart Home Starter Kits are only available when you take out a new 24 month Service plan.

# Our Customer Terms

## Telstra Smart Home Service Section

9.3 The Telstra Smart Home Starter Kits, and their standard inclusions, are set out in the following table:

<b>Package name</b>	<b>Telstra Smart Home Hub included</b>	<b>Telstra Smart Home Device inclusions</b>	<b>Telstra Smart Home Application included</b>
<b>Automation and Energy</b>	Yes	2 x door or window sensors  1 x motion sensor  2 x smart power plugs	Yes
<b>Watch and Monitor</b>	Yes	1 x indoor Wi-Fi HD camera  2 x door or window sensors	Yes

9.4 The monthly charge for a Telstra Smart Home Starter Kit comprises 24 monthly payments. After 24 payments, there will be no further charge for that Telstra Smart Home Starter Kit (however, the Service plan charge will continue to apply for as long as you keep the Service).

9.5 Each month, so long as you continue to pay the monthly charge for the Service plan, we waive our right to receive the corresponding monthly charge for any Telstra Smart Home Starter Kit purchased at the same time as that Service plan.

9.6 If you do not keep your Service plan for 24 months, you will need to pay the early termination charge for your Telstra Smart Home Starter Kit as described in clause 10.

### **Charges**

(a) The following charges apply:

9.7 As well as the charges for your Service, you have to pay us for any other services we provide in connection with your Service (such as your home broadband) in accordance with the separate terms that apply to those services.



### Non-payment

- 9.8 If you do not make the payments required, we may suspend or cancel your Service in accordance with the General Terms of Our Customer Terms (at the least we will give you prior notice).

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## 10 Term, termination and early termination charges

### Term

- 10.1 You have to take the Service for 24 months. At the end of this initial 24 month period:
- (a) the Service plan (including monthly charge) will continue on a month to month rolling basis; and
  - (b) you can cancel your Service at any time.

### Cancellation

- 10.2 Without limiting any of our rights, we may immediately cancel your Service (or any part of it) if you are in breach of these terms and, acting reasonably, we consider that breach to be material. We will notify you as soon as reasonably possible if we cancel your Service.

### Third party suppliers

- 10.3 You acknowledge that we purchase services from third party suppliers in order to provide the Service to you.
- 10.4 If one of our third party suppliers suspends or terminates a service we rely on to provide your Service or an aspect of your Service, we may suspend or terminate your Service or that aspect of your Service, as relevant, after giving you as much notice as is reasonably possible in the circumstances.

### Early termination charges

- 10.5 If your Service is cancelled at any time before the end of the 24 month term (other than for our material breach), then you have to pay the following early termination charges.
- 10.6 If your Service is cancelled before the end of the 24 month term, you will pay us an early termination charge in relation to the Service calculated as:

$$\text{ETC} = \$6 \times \text{months remaining in your 24 month term}$$

If your Service is cancelled before the end of the 24 month term, you will pay us an early termination charge (in addition to any Service early termination charge under clause 10.6) in relation to any Telstra Smart Home Starter Kit you have taken calculated as:

ETC = Monthly charge for Telstra Home Home Starter Kit (in clause 9.6(a)) x months remaining in your 24 month term

- 10.7 You agree that the early termination charges are a genuine pre-estimate of the loss we are likely to suffer.

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## 11 Liability

11.1 You acknowledge and agree that:

- (a) while certain deployments or configurations of the Service can be used to help detect, monitor or avert certain risks (including without limitation theft, fire or burglary), we are not responsible for the consequences of those risks actually arising while you acquire the Service; and
- (b) we are not an insurer and we do not carry any insurance in respect of real property, or personal property stored or located at the premises where you use the Service.

11.2 To the extent permitted by law and subject to section 11.4, we are not liable for any loss, cost, expense, liability or damage arising directly or indirectly from or in connection with your use of the Service (including without limitation any occurrence or omission (or the consequences of any occurrence or omission) which occurs while you acquire the Service, and even if the Service is designed or used, to monitor, detect or avert the relevant occurrence or omission).

11.3 Despite clause 11.2, if we are held liable for loss or damage for any reason (including our negligence), to the extent permitted by law and subject to section 11.4, our liability is limited to a sum equal to the monthly charges paid by you in respect of the Service plan in the six months preceding the relevant event giving rise to the liability.

11.4 Notwithstanding clauses 11.1 to 11.3, clauses 11.1 to 11.3 do not exclude, restrict or modify our liability under a consumer guarantee in Part 3-2 Division 1 of Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* or any other warranty, guarantee or implied term not permitted to be excluded, restricted or modified by law.

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## 12 Installation

- 12.1 We may agree to provide you with specific installation services for certain Telstra Smart Home Devices.
- 12.2 Installation is provided at an additional cost, which will be provided to you at the time of your order.
- 12.3 If your proposed location for the Telstra Smart Home Device is not suitable (in our reasonable opinion), or the installation requires additional equipment, repairs or alterations or you make other requests, we will give you a quote for the additional material, equipment and labour costs, and only proceed if you agree to those additional costs. For example, cameras require a mains power supply and if located far from the Telstra Smart Home Hub may require connection to a Wi-Fi extender or a wired (LAN) connection to your home network gateway.
- 12.4 As part of installation services for Telstra Smart Home Devices, our technicians may discuss with you and sell to you, on-site at your premises, other Telstra Smart Home Devices and Telstra services.

### Access to your premises

- 12.5 You permit us or our subcontractors to enter your premises (and any other reasonably necessary locations) on reasonable notice to install the Telstra Smart Home Device or any other relevant equipment (including, without limitation, providing safe and reasonable access, working space and facilities - including heat, light, ventilation, electric current and outlets and local telephone extension), and reasonable access to your network and systems as required to carry out the installation.
- 12.6 You must, at your cost, provide us with all reasonable assistance and take all safety precautions reasonably necessary to ensure the safe and proper performance by us of all work at your premises.

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## 13 Notice of subcontracting arrangements and licensing matters

- 13.1 We disclose, in accordance with relevant legislation (including without limitation section 38A of the Security Industry Act 1997 (NSW)), that we use subcontractors to supply elements of the Service. In particular:
- (a) API Services & Solutions Pty Limited who hold the following security licences:

- (i) ACT – 17502077
- (ii) Victoria – SL 806-250-90S;
- (iii) South Australia – ISL 248134;
- (iv) NSW – 410424404
- (v) Queensland – SL 3438658; and
- (vi) Western Australia – SA 52200.

13.2 We also hold the following security licences:

- (a) NSW –408064817; and
- (b) QLD– SL 3926974;
- (c) ACT - 17502335;
- (d) VIC - 653-608-61S; 653-608-40S;
- (e) WA - SA51399; and
- (f) SA - ISL 267566.

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## 14 Service levels and availability

14.1 We do not provide service level guarantees for the Service.

14.2 Access to the Service is via the public Internet. We will not be responsible for service performance problems or lack of availability caused by issues associated with the public internet.

14.3 Nothing in this clause 14 excludes, restricts or modifies our liability or your rights under a consumer guarantee in Part 3-2 Division 1 of Schedule 2 of the Competition and Consumer Act 2010 (Cth).

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## 15 Special meanings

The following words have the following special meanings:

**Telstra Smart Home App** or the **App** means the software application provided by

# Our Customer Terms

## Telstra Smart Home Service Section

Telstra to be installed on mobile device to control the Telstra Smart Home Device

- (a) **Telstra Smart Home Devices** means connected-home hardware products (such as cameras, lightbulbs, locks, thermostats and power plugs) that have been sold to you by us.

**Telstra Smart Home Web Portal** or the **Web Portal** means the web-based portal provided by Telstra to control Telstra Smart Home Devices via a web browser.

**Telstra Smart Home Hub** means the central control device for the Telstra Smart Home Services