

OUR CUSTOMER TERMS BUSINESS RESUMPTION SERVICE SECTION



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Certain words are used with the specific meanings set out under clause 10 and in the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm.

OUR CUSTOMER TERMS

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1 ABOUT THIS SECTION

Our Customer Terms

- 1.1 This is the Business Resumption Service section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm also 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 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.

2 WHAT IS THE BUSINESS RESUMPTION SERVICE?

- 2.1 The Business Resumption Service (BRS) is a service that re-directs certain voice and data services in the event of a business interruption that you notify us about. Your Business Resumption Service may also include consulting and other related services as may be requested by you and agreed by us subject to the terms of this section of Our Customer Terms.
- 2.2 We will provide the Business Resumption Service for your Nominated Services as specified in an agreed Business Resumption Plan.

Eligibility

- 2.3 The Business Resumption Service is not available to Telstra Wholesale customers or for resale.

Availability

- 2.4 The Business Resumption Service is available only for particular voice or data services as listed in your application form and that are fully installed and provisioned by us and have a re-direct feature.
- 2.5 You may apply separately for consulting services to assist you determine the scope and nature of business resumption services you may require. If you wish to apply for such services as part of the Business Resumption Service, you must enter into a separate agreement with us for those services.

Minimum Term

- 2.6 You must take the Business Resumption Service for a minimum term of 12 months.
- 2.7 Your Business Resumption Service will automatically renew on a month to month basis after expiry of the minimum term, unless you notify us at least 30 days before any automatic renewal that your service is not to be automatically renewed.

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3 USING YOUR BUSINESS RESUMPTION SERVICE

Provisioning your Business Resumption Service

- 3.1 If we accept your application, we will start provisioning activities to enable us to provide a Business Resumption Service for your Nominated Services at your Site.
- 3.2 We will use reasonable endeavours to provision your Business Resumption Service within 10 Business Days (plus the standard Our Customer Terms provisioning time for the Nominated Services) from acceptance of your application form.
- 3.3 We reserve the right to exclude a service from your Business Resumption Plan, upon providing notice to you, if that service is no longer a Nominated Service.

Acceptance of your Business Resumption Plan

- 3.4 If we accept your application, we will start preparing a Business Resumption Plan based on the information provided in your application form.
- 3.5 You agree to provide such information and assistance reasonably required by us in order for us to complete the Business Resumption Plan, including but not limited to nominating at least two secondary Authorised Representatives and a security password.
- 3.6 When provisioning activities have been completed, we will submit a Completion Advice to your primary Authorised Representative (as identified in your application form) with a draft Business Resumption Plan attached for your acceptance.
- 3.7 If you would like to make any changes to the draft Business Resumption Plan prior to accepting it, you must request the change within two Business Days of receiving it. If we are able to accommodate your changes, we will amend the draft Business Resumption Plan and re-submit it to you for acceptance.
- 3.8 If you are satisfied that the Business Resumption Plan meets your requirements, you must accept the Business Resumption Plan by sending a return email to the BRS Administration Team confirming your acceptance.
- 3.9 You will be taken to have accepted the draft Business Resumption Plan as at the date it is submitted (or re-submitted) to you if:
 - (a) you do not accept it within two Business Days of receiving it; and
 - (b) you do not advise us of your intention to request changes within this time period.
- 3.10 If there is any inconsistency between the terms of the Business Resumption Plan and these terms, the terms of this section of Our Customer Terms will apply to the extent of the inconsistency.

4 ACTIVATION AND DEACTIVATION OF YOUR BUSINESS RESUMPTION PLAN

- 4.1 You may request to activate and deactivate your Business Resumption Plan via the BRS Hotline.
- 4.2 For security reasons, we will only accept a request to activate or deactivate your Business Resumption Plan if it is made by your Authorised Representative (as reasonably verified by us) and they provide the correct security password and other verification details as set out in

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your Business Resumption Plan.

- 4.3 It is your responsibility to ensure that the security password is kept confidential and it is known only by your current Authorised Representatives. Should there be a change in your Authorised Representatives, you must:
- (a) immediately notify us of this change; and
 - (b) nominate a new replacement security password,
- by submitting a MAC Request form (attached to your Business Resumption Plan). All requests for a change to your security password must be signed by two current Authorised Representatives.
- 4.4 Unless otherwise specified in your Business Resumption Plan, we will activate or deactivate a Business Resumption Plan as soon as is practicable but no later than two hours from the time your request to activate/deactivate the plan is authenticated and logged by the BRS Hotline. This timeframe will not apply if:
- (a) there is network failure or downtime (scheduled or unscheduled) that affects the activation or deactivation of your Business Resumption Plan;
 - (b) there is an event that is beyond our reasonable control;
 - (c) there is a fault in a Nominated Service; or
 - (d) you are testing your Business Resumption Plan,
- in which case we will activate or deactivate your Business Resumption Plan (as the case may be) as soon as practicable.

5 TESTING OF YOUR BUSINESS RESUMPTION SERVICE

How often must you test your Business Resumption Plan?

- 5.1 You must test your Business Resumption Plan at least once every 18 months to ensure that it achieves your planned results.
- 5.2 You are responsible for defining the test plan and the acceptance criteria indicating successful re-direction of your Nominated Services.

How is testing carried out?

- 5.3 To test your Business Resumption Plan, your Authorised Representative must submit a completed Test Request form to the BRS Administration Team no later than 10 Business Days before conducting the tests and liaise with us to agree on a day and time for testing. A copy of the Test Request form is attached to the Business Resumption Plan.
- 5.4 Provided that you submit the Test Request form as stated above, we will waive the activation and deactivation charge for the first two tests conducted in each successive 12 months period from acceptance of your Business Resumption Plan. However, activation and deactivation charges will apply for any additional testing.
- 5.5 After conducting a test, you agree to provide us with detailed test results. If the test results indicate that the Business Resumption Plan does not function as anticipated due to issues

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within our control, we will revise the plan and submit it to you for your acceptance and re-testing. We will waive the activation charge, deactivation charge and testing charge for such re-testing.

6 CHANGING YOUR BUSINESS RESUMPTION SERVICE

- 6.1 Your Authorised Representative must promptly notify us in writing of any changes that concern or impact your Business Resumption Plan by submitting a MAC Request form to the BRS Administration Team. A copy of the MAC Request form is attached to the Business Resumption Plan.

Changes to your Nominated Services

- 6.2 If we are able to accommodate your change, we will use reasonable endeavours to provision the changes to your Business Resumption Service within 10 Business Days (plus the standard provisioning time for any affected Nominated Service) of receiving your MAC Request form.
- 6.3 When provisioning activities have been completed, we will submit a new Completion Advice to you with a revised Business Resumption Plan attached for your acceptance. This revised Business Resumption Plan will include any associated changes to pricing and timeframes.
- 6.4 If you are satisfied that the revised Business Resumption Plan meets your requirements, your Authorised Representative must accept the revised Business Resumption Plan by sending a return email to the BRS Administration Team confirming your acceptance.
- 6.5 You will be taken to have accepted the revised Business Resumption Plan as at the date it is submitted (or re-submitted) by us if:
- (a) you do not accept it within two Business Days of receiving it; and
 - (b) you do not advise us of your intention to request changes within this time period.

Changes to your authorised representatives

- 6.6 You may change your authorised representatives at any time by submitting a MAC Request to the BRS Administration Team. Such a request must be signed by either the primary representative or two secondary representatives.

7 FEES AND CHARGES

- 7.1 You must pay us the applicable fees and charges as set out in your application form, or with respect to customised solutions as set out in your Business Resumption Plan.
- 7.2 All fees and charges are GST exclusive, unless otherwise stated.
- 7.3 The fees and charges payable under these terms are separate from and in addition to the fees and charges for the Nominated Services and features to the Nominated Services (these fees and charges will be billed separately).

8 SERVICE LEVELS

Helpdesk

- 8.1 If you experience technical problems with your Business Resumption Service, you may contact the BRS Hotline on the number specified in the Business Resumption Plan (or such

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other number as we may advise you off from time to time). The BRS Hotline is available 24 hours a day, every day of the year.

Rebates

If we fail to activate or deactivate your Business Resumption Plan within two hours of a notice from you, you are entitled to a rebate equal to four times your then current Monthly Plan Maintenance Charge(s) for the affected Business Resumption Plan.

8.2 You will not be entitled to a rebate if:

- (a) there is network failure or downtime (scheduled or unscheduled) that affects the activation or deactivation of your Business Resumption Plan;
- (b) there is an event that is beyond our reasonable control;
- (c) there is a fault in a Nominated Service; or
- (d) you are testing your Business Resumption Plan.

8.3 If your Business Resumption Plan was accepted less than 18 months prior to your activation or deactivation request, you are not entitled to the rebate unless you have tested the Business Resumption Plan prior to the relevant activation/deactivation request and the results of the test indicate that your Business Resumption Plan functions as anticipated.

8.4 If your Business Resumption Plan was accepted 18 months or more prior to your activation or deactivation request, you are not entitled to the rebate unless you have tested the Business Resumption Plan within the 18 month period immediately preceding the relevant activation or deactivation request and the results of the test indicate that your Business Resumption Plan functions as anticipated.

8.5 You must claim the rebate within 90 days of becoming entitled to it otherwise you waive your right to claim it. The maximum rebate payable by us in relation to a Business Resumption Plan in any successive 12 month period following the acceptance of it will not exceed an amount equal to 12 times the Monthly Plan Maintenance Charge(s) for the affected Business Resumption Plan.

9 SUSPENSION AND TERMINATION

9.1 We may terminate or suspend your Business Resumption Service with respect to any one or more of your Nominated Services if:

- (a) a Nominated Service for which the Business Resumption Service is provided ceases to have a redirection feature;
- (b) your Nominated Service fails testing of the Business Resumption Plan on more than two consecutive tests and the reason for failure is within your reasonable control and you fail to remedy the situation within 30 days of the second test failing; or
- (c) we cease to provide all the Nominated Services to you for which your Business Resumption Service is provided.

9.2 If we suspend your Business Resumption Service with respect to any one or more of your Nominated Services for any reason, we will not charge you the Monthly Plan Maintenance Charge for those Nominated Services during the suspension period.

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Early Termination Charge

9.3 If you:

- (a) cancel your application for a Business Resumption Service before acceptance of your Business Resumption Plan; or
- (b) if you repeatedly reject the Business Resumption Plan and have not accepted a re-submitted Business Resumption Plan within 30 days of submission of the original Business Resumption Plan,

for any reason other than for our material breach, we may charge you our reasonable costs for all work performed by us or our contractors pursuant to your application up to the date of cancellation.

9.4 If you cancel your Business Resumption Service after acceptance of your Business Resumption Plan and before expiry of the minimum term for any reason other than for our material breach, we may charge you an amount equal to 60% of the monthly charges multiplied by the number of months remaining in the minimum term. You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

10 SPECIAL MEANINGS

10.1 In these terms, unless otherwise stated:

Authorised Representative means your authorised representative for the purposes of receiving Business Resumption Services as specified in your Business Resumption Plan.

Business Days means any day, other than a Saturday, Sunday or recognised public holiday in the capital city of the state or territory in which your Site is located.

Business Resumption Plan means the current plan for managed redirection of the Nominated Services in particular circumstances at a Site.

Nominated Service means a fully installed and provisioned Telstra retail voice or data service (or other telecommunication service approved by us) with re-direct facility provided by us that has been included in a Business Resumption Plan.

Site means the premises for which the Business Resumption Services provided under this Agreement, as specified in the Business Resumption Plan. A Site may include multiple co-located premises that are not separated by a public road.