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Our Customer Terms

Telstra's Network IVR Solution

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

1 About the Network IVR Solution section

Our Customer Terms

- 1.1 This is the Network IVR Solution 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 the Network IVR Solution section, then the Network IVR Solution section applies instead of the General Terms, to the extent of the inconsistency.
- 1.4 If a provision of the Network IVR Solution 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.

2 Network IVR Solution

Eligibility

- 2.1 A Network IVR Solution is not available to Telstra wholesale customers or for resale.

What is a Network IVR Solution?

- 2.2 A Network IVR Solution is a network interactive voice response service that can be used to:
 - (a) route your inbound calls to eligible answer points based on information entered by your callers using the telephone keypad;
 - (b) play pre-recorded information to your callers; and
 - (c) store messages from your callers if you have [MessageBank](#) with your Network IVR Solution.

The functionality available to you will depend on the Network IVR Solution options and service features that you select.

- 2.3 Callers access your Network IVR Solution through an [Inbound Service](#) number and simply follow the recorded prompts.

- 2.4 To acquire a Network IVR Solution, you must choose one of the following Network IVR Solution service options:
- (a) **simple announcement IVR** is a Network IVR Solution that consists of a single pre-recorded message that is played to your callers. This Network IVR Solution option does not include a menu with options that can be selected by your callers; or
 - (b) **standard IVR** is a Network IVR Solution that can route your calls to available answer points and/or provide information to your callers. A standard IVR can consist of up to five menus with a maximum of five options (per menu) that can be selected by your callers; or
 - (c) **Network IVR plus (multi-announcement IVR)** is a Network IVR Solution that consists of:
 - (i) multiple standard IVRs; and/or
 - (ii) multiple simple announcement IVRs,that are linked together based on your requirements to form one Network IVR Solution; or
 - (d) **customised IVR** is a Network IVR Solution that is designed by us based on your requirements. Your customised IVR will be described in your application form (or other agreement with us).
- 2.5 You may also select any of the following Network IVR Solution service features as part of your Network IVR Solution:
- (a) **caller routing menu standard** will route inbound calls to predetermined answer points based on the option selected by your callers. The caller routing menu standard service option has a configuration of one menu with a maximum of five options that may be selected by your callers;
 - (b) **caller routing menu advanced** will route inbound calls to predetermined answer points based on the option selected by your callers. The caller routing menu advanced service option has a configuration of up to five menus with a maximum of five options that may be selected by your callers;
 - (c) **caller information menu standard** allows callers to access pre-recorded information about you. The caller information menu standard service option has a configuration of one menu with a maximum of five options that may be selected by your callers;
 - (d) **data entry routing** will route calls to pre-determined answer points based on data entered by the caller using the telephone keypad (for example, a postcode, account number or birth date). Data entered by the caller must not exceed 32 characters; and

- (e) **remote access dynamic voice recording** enables you to remotely access and update and/or change the pre-recorded information played to your callers. If you select the remote access dynamic voice recording service feature, we will provide you with a pin that enables you to access and update your pre-recorded information.

3 What you also need to acquire from us

Requirements for your Network IVR Solution

- 3.1 To enable us to provide a Network IVR Solution to you, you must acquire an eligible [Inbound Service](#) directly from us (as this is required for callers to access your Network IVR Solution).

What happens if your Inbound Service is transferred or cancelled

- 3.2 If your eligible [Inbound Service](#) is transferred, cancelled, disconnected or suspended for any reason (whether temporarily or permanently), you must tell us as soon as possible and nominate an alternative eligible [Inbound Service](#) for your Network IVR Solution.
- 3.3 If you do not nominate an alternative eligible [Inbound Service](#) within two business days, we can immediately suspend or cancel your Network IVR Solution.

4 Testing

Testing process

- 4.1 We will tell you when your Network IVR Solution is ready to be tested. We may also give you instructions on how to complete your testing and the time within which you must complete your testing. Unless a different period is set out in your application form, you will have 14 days to complete your testing and report any faults you find to us.

If there are no faults reported within testing period

- 4.2 If you do not report any faults to us within the 14 day period (or within the period set out in your application form), you will be taken to have accepted your Network IVR Solution.

If there are faults reported within the testing period

- 4.3 If you do report a fault to us within the 14 day period (or the period set out in your application form), you must give us enough information about the fault to enable us to take remedial action.
- 4.4 Provided you have given us enough information, we will investigate your report and endeavour to fix any fault we find.

- 4.5 Once we have fixed the fault, or if we cannot find the fault within a reasonable period, we will ask you to conduct your testing again within another 14 day period (or another period that we tell you).
- 4.6 If we find your fault but cannot fix it within a reasonable period, you may either:
- (a) accept your Network IVR Solution with the fault; or
 - (b) cancel your Network IVR Solution by telling us (in writing).
- 4.7 Subject to the General Terms of Our Customer Terms, if you cancel your Network IVR Solution because of a fault we cannot fix, we will not be liable to you unless the *Competition and Consumer Act 2010* (Cth) or similar State and Territory laws provides warranties, guarantees and remedies that cannot be excluded.

5 Content

Responsibility for content

- 5.1 You are solely responsible for all the information, announcements and other content associated with your Network IVR Solution and for arrangements with any third parties to access that content.
- 5.2 It is your responsibility to:
- (a) prepare and maintain the content unless we have specifically agreed otherwise in writing;
 - (b) deliver the content to us in the format we require;
 - (c) pay all costs associated with the content;
 - (d) obtain all consents and licences required for use of the content as part of your Network IVR Solution (for example, if you wish to provide music as part of your Network IVR Solution you may require a licence from the Australian Performing Rights Association); and
 - (e) ensure the content is accurate, is up-to-date, is not misleading, is not defamatory, does not contain offensive language or material, does not breach any applicable laws, standards, content requirements or codes, does not infringe any third party rights, and does not and will not expose us to the risk of any claim, legal or administrative action or prosecution.

Recorded voice announcements to be in English

- 5.3 All recorded voice announcements used as part of your Network IVR Solution must be in English. If any recorded voice announcement is not in English, we may require you to give us an accurate English translation. If you fail to do so, we may obtain our own translation at your expense.

No obligation on us to review content

- 5.4 We are not required to review or edit your content. However, if we choose to do so, we can delete any content that we reasonably believe is (or is likely to be) illegal, inappropriate or expose us to the risk of any claim, legal or administrative action or prosecution. We will tell you before we do this (where reasonably possible).

You must keep all content for at least 6 months

- 5.5 You must keep all content for at least 6 months after the last date it was used as part of your Network IVR Solution and must provide us with a copy of that content if we ask during that period.

Licence of Content

- 5.6 You grant us a licence to use, disclose and reproduce all content and all other information you provide us for the purpose of your Network IVR Solution and for planning or product development purposes.

Intellectual Property Indemnity

- 5.7 You indemnify us against (and must pay us for) any loss, damage, liability, claim and expense (including, but not limited to, all legal costs and defence and settlement costs) (**Loss**) we incur or suffer that arise naturally (that is, according to the usual course of things) in connection with any claim that any rights of, or claimed or the subject of an application by, any other person may be, or if granted may be, infringed by the content or use of the content, except to the extent the Loss is caused or contributed to by us. We must also take reasonable steps to mitigate our Loss suffered or incurred in connection with such claim or infringement.

6 Use of your Network IVR Solution

Responsibility for use of your Network IVR Solution

- 6.1 You are solely responsible for the use (or attempted use) of your Network IVR Solution by you and/or any third party whether authorised or not.

Use restrictions

- 6.2 You must only use your Network IVR Solution for your own internal purposes and business operations within Australia.
- 6.3 You must not allow third parties to use any part of your Network IVR Solution unless we have specifically agreed in writing. You will be responsible for use by those third parties.

- 6.4 You must not resell or provide your Network IVR Solution to any other person, copy any part of your Network IVR Solution for any purpose, prepare second or subsequent running versions of your Network IVR Solution, permit your Network IVR Solution to be distributed or transmitted from one computer to another, permit your Network IVR Solution to be placed on a network, reverse engineer your Network IVR Solution or make any modification to your Network IVR Solution (other than modifications to your pre-recorded content if you have selected the Remote Access Dynamic Voice Recording service feature or modifications to your [Inbound Service](#) if you have Telstra IN-Control).
- 6.5 You must comply with our instructions regarding your use of your Network IVR Solution.

Passwords and identification codes

- 6.6 You must keep your passwords or other identification codes for your Network IVR Solution secure.

7 Maintenance and operation

Reporting Faults

- 7.1 You or your callers may report service difficulties and faults associated with your Network IVR Solution to us 24 hours a day, 7 days a week by calling us on the phone number that we provide to you at the time of accepting your application (or any other phone number that we provide to you from time to time for this purpose).

Responding to faults

- 7.2 You understand that all service levels set out in this section are targets only.
- 7.3 We will aim to respond within 2 hours of receiving a report that your Network IVR Solution is unavailable and we will aim to restore the fault within 12 hours of receiving the fault report. We will only respond to your report and restore the fault during the hours of 7am to 9pm Australian Eastern Standard Time, Monday to Saturday.
- 7.4 Support in relation to the other Telstra products or services you acquire in connection with the Network IVR Solution (for example Inbound Services) is not covered by this section.
- 7.5 If we determine that we need to change your Network IVR Solution in order to fix a fault, we will not make the change until we have agreed that change with you (in writing). You understand that some changes may be subject to additional charges and/or additional terms and conditions.

8 Performance

Availability

- 8.1 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will try to ensure, but do not guarantee that your Network IVR Solution will be continuous and fault free.

Capacity

- 8.2 If you expect that your Network IVR Solution will receive call traffic in excess of 1000 calls per hour, you must tell us at the time of your application. At our request, you must also provide us with any information we reasonably require regarding your anticipated call traffic.
- 8.3 If you schedule an event that is likely to result in call traffic in excess of 1000 calls per hour, you must tell us at least one week before the event begins. At our request, you must also provide us with any information we reasonably require regarding your anticipated call traffic.
- 8.4 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will try to ensure, but do not guarantee that your Network IVR Solution has sufficient capacity to deal with the volume of calls agreed with you.
- 8.5 If your Network IVR Solution does not have sufficient capacity to deal with the volume of your calls, we may divert your calls to a recorded voice announcement. You will not be charged for these unsuccessful call attempts.
- 8.6 You understand that any peak in calls above the agreed capacity may affect the availability and quality of your Network IVR Solution and the Network IVR Solutions we provide to our other customers.
- 8.7 We may shed your calls at any time if we consider this action necessary to protect our networks and other services.

Scheduled outages

- 8.8 If we need a scheduled outage, we will try to:
- (a) provide you at least 48 hours notice;
 - (b) help you redirect your calls during the period of the scheduled outage; and
 - (c) ensure that scheduled outages do not exceed 10 hours per calendar quarter in total.
- 8.9 It is your responsibility to manage your telecommunications traffic in the event of any outage.

9 Ownership

- 9.1 You understand that we (or our licensors) own all rights (including intellectual property rights) in or related to the Network IVR Solution.
- 9.2 You must not take any action that jeopardises our (or our licensors') rights in or related to the Network IVR Solution.
- 9.3 We (or our licensors) will own all rights in any copy, translation, modification, adaptation or derivation of the Network IVR Solution, including any improvement or development of the Network IVR Solution.
- 9.4 You must promptly do anything that we reasonably ask from time to time (such as obtaining consents and signing documents) to assign these rights to us or our licensors or perfect these rights in our (or our licensors') name.
- 9.5 You are not entitled to receive a copy of or own any part of the solution design of your Network IVR Solution, dialogue call flows associated with your Network IVR Solution and/or the source code of any software associated with your Network IVR Solution.

10 Minimum Contract Term

Minimum Contract Term

- 10.1 The minimum contract term for your Network IVR Solution will be 6 months unless otherwise set out in your application form (or other agreement with us).

Your right to cancel your Network IVR Solution

- 10.2 You may cancel your Network IVR Solution at any time by telling us (in writing).

Our right to cancel your Network IVR Solution

- 10.3 We may cancel your Network IVR Solution at any time by telling you (in writing) at least 1 month before the cancellation of your Network IVR Solution.
- 10.4 We may cancel your Network IVR Solution immediately without telling you if:
 - (a) you have materially breached any of these terms and conditions and the breach cannot be rectified; or
 - (b) the use of your Network IVR Solution adversely affects the security and/or quality of our network, platforms or services; and
 - (c) you use your Network IVR Solution for a mass calling event that is beyond the capacity of our network.

Early Termination Charge

- 10.5 If your Network IVR Solution is cancelled for any reason (other than our material breach) before the expiry of the first 6 months of your minimum contract term, we may charge you an early termination charge which is the total monthly rental charges that would have been payable by you during the remainder of the first 6 months of your minimum contract term.
- 10.6 You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

When your contract ends

- 10.7 At the end of your minimum contract term, we will continue to provide your Network IVR Solution on a month to month basis until:
- (a) you cancel your Network IVR Solution by giving us one month notice in writing; or
 - (b) we cancel your Network IVR Solution by giving you one month notice in writing.

11 Charges Generally

- 11.1 We will bill the charges for your Network IVR Solution against the [Inbound Service](#) associated with your Network IVR Solution.
- 11.2 In addition to the charges for your Network IVR Solution, you must pay us for the other telecommunications services we provide in connection with your Network IVR Solution (such as your [Inbound Service](#)).

12 Charges for your Network IVR Solution (excluding customised IVRs)

Installation Charges (once-off)

- 12.1 We will charge you the following once off installation charge for your Network IVR Solution (per IVR):

Installation Charge (per IVR) (incl GST)
\$550

Notes:

- (a) The installation charge only includes up to 10 minutes of recording; additional charges will apply for studio recording in excess of 10 minutes.
- (b) The installation charge is based on you providing to us all necessary data including call scripts etc. We can assist you with dialogue design at an additional rate if you require it.

Monthly Rental Charges (excluding Network IVR plus)

- 12.2 We will charge you the following monthly rental charges (in advance) for your Network IVR Solution (per IVR) (excluding Network IVR plus):

Monthly Rental Charges (per IVR) (incl GST)
\$132 per month

Monthly Rental Charges (Network IVR plus only)

- 12.3 If you have selected Network IVR Plus, we will charge you the following monthly rental charges (in advance) for your Network IVR Solution (per IVR):

Monthly Rental Charges (per) (incl GST)
\$132 per month (up to a maximum of \$550 per month)

Usage Charges (excluding Network IVR Plus)

- 12.4 If you have selected a simple announcement IVR or a standard IVR, we will charge you the following usage charges for your Network IVR Solution:

Charges per call (incl GST)
19¢

Usage Charges (Network IVR plus only)

- 12.5 If you have selected Network IVR plus, we will charge you the following usage charges for your Network IVR Solution:

Charges per call (incl GST)
24.2¢ per minute (charged per second)

Data Entry Routing Activation Charges (once-off)

- 12.6 If you have selected the data entry routing service option, we will charge you the following activation charge for your Network IVR Solution (per data entry routing table):

Activation Charges (per data entry routing table) (incl GST)
\$220

Dynamic Voice Recording Pin Activation Charges

- 12.7 We will charge you the following activation charge for each dynamic voice recording pin request:

Charges per activation request (incl GST)
\$55

13 Charges for a customised IVR

- 13.1 As each customised IVR is different, the charges for your customised IVR will be set out in your application form (or other agreement with us).

14 Changes to your Network IVR Solution

Standard Changes

- 14.1 You may request the following standard changes to your Network IVR Solution:

- (a) change (Add/Modify/Delete) answer point;
- (b) change (Add/Modify/Delete) data entry routing table;
- (c) change (Add/Modify/Delete) vocabs only; and
- (d) reset dynamic voice recording pin.

Charges for standard changes

- 14.2 We will charge you the following for standard changes:

Standard Change	Charge (incl GST)
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Change (Add/Modify/Delete) one IVR answer point	\$132 per change (up to \$550 per IVR, per request)
Change (Add/Modify/Delete) data entry routing table	\$132 per change
Change to vocab (recordings to be supplied by us) / solution structure	\$550 per change, per IVR
Change to vocab only (recordings to be supplied by you)	\$132 per change, per IVR
Reset dynamic voice recording pin	\$55.00 per request

Notes:

- (a) The change to vocab (recordings to be supplied by us) charge only includes up to 10 minutes of recording; additional charges will apply for studio recording in excess of 10 minutes.
- (b) The change to vocab (recordings to be supplied by us) charge is based on you providing to us all necessary data including call scripts etc. We can assist you with dialogue design at an additional rate if you require it.

Implementation of standard changes

- 14.3 We will try to implement standard changes within 3 business days. You understand that our ability to do so depends on you giving us all necessary data in the required format and helping us with the pronunciation of difficult or ambiguous names.